

<i>SERFF Tracking Number:</i>	<i>RENA-125770181</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Renaissance Life &amp; Health Insurance Company</i>	<i>State Tracking Number:</i>	<i>40026</i>
	<i>of America</i>		
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>H10G Group Health - Dental</i>	<i>Sub-TOI:</i>	<i>H10G.000 Health - Dental</i>
<i>Product Name:</i>	<i>Group Dental PPO Product</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## Filing at a Glance

Company: Renaissance Life & Health Insurance Company of America		
Product Name: Group Dental PPO Product	SERFF Tr Num: RENA-125770181	State: ArkansasLH
TOI: H10G Group Health - Dental	SERFF Status: Closed	State Tr Num: 40026
Sub-TOI: H10G.000 Health - Dental	Co Tr Num:	State Status: Approved-Closed
Filing Type: Form	Co Status:	Reviewer(s): Rosalind Minor
	Authors: Veta Daniel, Errick Phillips	Disposition Date: 08/27/2008
	Date Submitted: 08/21/2008	Disposition Status: Approved-Closed
		Implementation Date:
Implementation Date Requested: On Approval		
State Filing Description:		

## General Information

Project Name:	Status of Filing in Domicile: Authorized
Project Number:	Date Approved in Domicile: 02/26/2007
Requested Filing Mode: Review & Approval	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Group
Submission Type: Resubmission	Previous Filing Number: RENA-125151710
Group Market Size: Small and Large	Overall Rate Impact:
Group Market Type: Employer	Filing Status Changed: 08/27/2008
	State Status Changed: 08/27/2008
Deemer Date:	Corresponding Filing Tracking Number:
Filing Description:	
Please see attached documentation outline revisions.	

## Company and Contact

### Filing Contact Information

Veta Daniel, Renaissance Liaison	vdaniel@renaissancefamily.com
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SERFF Tracking Number: RENA-125770181 State: Arkansas  
Filing Company: Renaissance Life & Health Insurance Company State Tracking Number: 40026  
of America  
Company Tracking Number:  
TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental  
Product Name: Group Dental PPO Product  
Project Name/Number: /

4100 Okemos Road (517) 347-5273 [Phone]  
Okemos, MI 48864 (517) 381-4565[FAX]

**Filing Company Information**

Renaissance Life & Health Insurance Company CoCode: 61700 State of Domicile: Delaware  
of America  
Group Code: 477 Company Type: Life & Health  
P.O. Box 30381  
Lansing, MI 48909-7881 Group Name: State ID Number:  
(800) 745-7509 ext. [Phone] FEIN Number: 47-0397286  
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SERFF Tracking Number: RENA-125770181 State: Arkansas

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of America

Company Tracking Number:

TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental

Product Name: Group Dental PPO Product

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## Filing Fees

Fee Required? Yes

Fee Amount: \$50.00

Retaliatory? No

Fee Explanation: Filing or review of policy/contract, endorsements or certifiectes, riders, applications, per submission \$50.00

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Renaissance Life & Health Insurance Company of America	\$50.00	08/21/2008	22055246

SERFF Tracking Number: RENA-125770181 State: Arkansas  
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	08/27/2008	08/27/2008

State: *Arkansas*

Filing Company: Renaissance Life & Health Insurance Company of America State Tracking Number: 40026

*Company Tracking Number:*

TOI: *H10G Group Health - Dental*

*Sub-TOI:* *H10G.000 Health - Dental*

*Product Name:* *Group Dental PPO Product*

*Project Name/Number:* \_\_\_\_\_ / \_\_\_\_\_

## Disposition

Disposition Date: 08/27/2008

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: RENA-125770181 State: Arkansas  
 Filing Company: Renaissance Life & Health Insurance Company State Tracking Number: 40026  
 of America

Company Tracking Number:

TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental

Product Name: Group Dental PPO Product

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	D-AR-001A Highlighted Changes	Approved-Closed	Yes
Supporting Document	D-200A-AR Redlined	Approved-Closed	Yes
Supporting Document	D-AR-0412A Redlined	Approved-Closed	Yes
Supporting Document	AR DOI Revision Letter	Approved-Closed	Yes
Form	Group Dental PPO Product	Approved-Closed	Yes
Form	Group Dental PPO Certificate	Approved-Closed	Yes
Form	Employer Application & Agreement	Approved-Closed	Yes

SERFF Tracking Number: RENA-125770181 State: Arkansas

Filing Company: Renaissance Life & Health Insurance Company of America State Tracking Number: 40026

Company Tracking Number:

TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental

Product Name: Group Dental PPO Product

Project Name/Number: /

## Form Schedule

Lead Form Number: D-200A

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	D-200A-AR	Policy Jacket	Group Dental PPO Product	Revised	Replaced Form #: D-200A Previous Filing #: RENA-125151710		D-200A-AR PPO Policy.pdf
Approved-Closed	D-AR-0412A V2	Certificate	Group Dental PPO Certificate	Revised	Replaced Form #: D-AR-0412A Previous Filing #: RENA-125151710		D-AR-0412A V2 Cert.pdf
Approved-Closed	D-AR-001A V3	Application/ Enrollment Form	Employer Application & Agreement	Revised	Replaced Form #: D-AR-001A Previous Filing #: RENA-125151710		D-AR-001A V3 08-2008 Employer Application and Agreement.pdf



**Renaissance**<sup>SM</sup>

Life & Health Insurance Company of America

## **Renaissance PPO**

### **Group Dental PPO Policy**

P.O. Box 738 • Greenwood, Indiana 46142 • 800-745-7509 • [www.renaissancefamily.com](http://www.renaissancefamily.com)



# RENAISSANCE PPO

## GROUP DENTAL PPO POLICY

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This Policy is a legal contract between the policy owner and the insurer. **Read your Policy carefully.**

Renaissance Life & Health Insurance Company of America (Underwriting Entity)  
Attn: Renaissance Administration  
P.O. Box 30381  
Lansing, Michigan 48909-7881  
Administrative Direct Line: 1-800-745-7509  
Customer Service Direct Line: 1-888-358-9484

**Important Cancellation Information – Please Read The Provision Entitled, “Term And Termination,” Found On Page “16”.**

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## ***Section II. Definitions***

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- A. Allowed Amount** – means the maximum dollar amount RLHICA will base Benefit payment upon for any Covered Service. For services rendered by In-Network Dentist, the Allowed Amount are pre-negotiated fees that the provider has agreed to accept as payment in full. For services rendered by Out-of-Network Dentist, RLHICA determines the Allowed Amount based upon treatment rendered and [a periodically determined percentile of fees charged by a sample of Dentist of similar training within your geographic area, which is set forth in the Declarations Section ] [the pre-negotiated fees agreed to by In-Network Dentists in your geographic area].
- If the Allowed Amount method for Benefit payment has been selected by the Policyholder, it will be indicated in the Declarations Section.
- B. Benefit Year** – means the calendar year, unless the Policyholder elects the Policy Year to serve as the Benefit Year. The Benefit Year is specified in the Declarations Section.
- C. Benefits** – means payment for dental services that have been selected under the Policy.
- D. Certificate Holder** – means all people who:
1. render service to the Policyholder as employees; and
  2. are certified as being eligible by the Policyholder; and
  3. receive compensation from the Policyholder; and
  4. are members of the group specified in the Declarations Section; or
  5. are retirees of the Policyholder subject to items 2 and 4 above and specified as eligible in the Declarations Section.
- E. Child** – means the Certificate Holder’s natural children, stepchildren, adopted children, or foster children placed in the foster home; children by virtue of legal guardianship during the waiting period for legal adoption or guardianship.
- F. Coinsurance** – means the percentage of the Allowed Amount for Covered Services that the Certificate Holder must pay toward treatment.
- G. Copayment** – means the dollar amount that the Certificate Holder must pay toward treatment.
- H. Covered Services** – means the unique dental services selected for benefits as described in the Declarations Section and subject to the terms and conditions of this Policy.
- I. Deductible** – means the amount an individual and/or a family must pay toward Covered Services before RLHICA begins paying for services under this Policy. If the Policyholder has selected a Deductible, it will be indicated in the Declarations Section.
- J. Dentist** – means a person licensed to practice dentistry in the state or country in which dental services are rendered.
- K. Eligible Dependent** – means (a) the Certificate Holder’s legal spouse and (b) any other dependents who meet the criteria for eligibility set forth in the Declarations Section. If dependent coverage has been selected, it will be included in the Declarations Section.
- L. Employee** – means a nonseasonal person who works on a full-time basis with a normal work week of 30 or more hours and who is otherwise eligible for coverage, but does not include a person who works on a part-time, temporary, or substitute basis.
- M. In-Network Dentist** – means a preferred provider Dentist that has entered into a contract to provide Covered Services for pre-negotiated fees that the Dentist has agreed to accept as payment in full. A current list of In-Network Dentists will be provided to each Certificate Holder.

- N. Limiting Age** – means the age at which a Child of the Certificate Holder is no longer eligible for dental Benefits under this Policy. A Child who has reached the end of the calendar year of his or her 19<sup>th</sup> birthday has attained the Limiting Age.
- O. Maximum Payment** – means the maximum dollar amount RLHICA will pay in any Benefit Year or lifetime for Covered Services. The Maximum Payment is specified in the Declarations Section.
- P. Open Enrollment** – unless otherwise indicated in the Declarations Section, means the period of time an eligible person may enroll to receive dental benefits.
- Q. Out-of-Network Dentist** – means a Dentist that has not entered into a contract to provide Covered Services for pre-negotiated fees.
- R. Policy** – means this document, including, if applicable, any appendices, supplements, riders, successor agreements, or renewals now or hereafter issued or executed.
- S. Policyholder** – means the employer, organization, or plan sponsor who holds the contract with the insurer.
- T. Policy Year** – means the 12-month period beginning on the first effective date of the Policy and each 12-month renewal period thereafter.
- U. Processing Guidelines** – RLHICA’s policies and guidelines used for Predetermination and payment of claims. The Processing Guidelines are based, in part, on coding definitions established by the American Dental Association, and may be amended from time to time. The Processing Guidelines are available upon request.
- V. Rate** – means the amount, per Certificate Holder and Certificate Holder class, the Policyholder agrees to pay RLHICA each month. This amount, or the information necessary to compute it, is specified in the Declarations Section.
- W. RLHICA** – means Renaissance Life and Health Insurance Company of America, a life, accident, and health insurer that underwrites health benefit programs.
- X. Renaissance PPO** – means Renaissance’s national preferred provider organization that can reduce the out-of-pocket expenses for an eligible person if they receive care from one of Renaissance’s PPO Dentist.
- Y. Submitted Amount** – means the fee a Dentist bills to RLHICA for a specific treatment.
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### ***Section III. Eligibility for Coverage***

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#### **A. General Eligibility Rules**

1. No person will be eligible for dental Benefits under this Policy unless the Policyholder has either currently enrolled that person as a Certificate Holder or currently listed or acknowledged that person as an Eligible Dependent and unless the enrollment or listing is allowed under this Policy.
2. Unless the eligibility requirements stated in the Declarations Section are different, an Eligible Dependent is:
  - a. The legal spouse of the Certificate Holder; or
  - b. An unmarried or never married Child of the Certificate Holder who has not yet reached the end of the calendar year of his or her 19<sup>th</sup> birthday; or
  - c. A unmarried or never married Child of the Certificate Holder who has not yet reached his or her 25<sup>th</sup> birthday, so long as the Child is (1) dependent upon the Certificate Holder for support and (2) is a full-time or part-time student; or,
  - d. An unmarried or never married Child of the Certificate Holder or the Certificate Holder’s legal spouse if, pursuant to a court decree, the Certificate Holder or the Certificate Holder’s legal spouse is financially responsible for the medical, health, or dental care of the Child; or

- e. An unmarried or never married Child of the Certificate Holder who has reached the end of the calendar year of his or her 19<sup>th</sup> birthday and is both (1) incapable of self-sustaining employment by reason of a mental or physical condition and (2) chiefly dependent upon the Certificate Holder for support and maintenance. In the event that RLHICA denies a claim under this Policy for the reason that the Child has attained the Limiting Age for dependent children, the Certificate Holder has the burden of establishing that the Child continues to meet the two criteria specified above. If requested by RLHICA, the Certificate Holder shall submit medical reports confirming that the Child meets the two criteria specified above.
- 3. No person will be eligible for orthodontic Benefits under this Policy unless Class IV Benefits are selected in the Declarations Section and, even if Class IV Benefits are selected, no person will be eligible for orthodontic Benefits after the end of the calendar year of his or her 19<sup>th</sup> birthday, unless specified in the Declarations Section.

**B. Effective Date of Eligibility**

- 1. **Initial effective date:** All Certificate Holders on the effective date of this Policy are immediately eligible for dental Benefits. If dependents of the Certificate Holders are covered by this Policy, their eligibility commences on the same date as the Certificate Holders'.
- 2. **After the initial effective date:** For all Certificate Holders (and their Eligible Dependents, if specified in this Policy) not associated with the Policyholder on the initial effective date of this Policy, eligibility for dental Benefits will begin, unless stated otherwise, on the first day of the month following whichever of the following dates is applicable:
  - a. Newly hired or rehired employees: The date for which employment compensation begins or, if applicable, that date plus the number of days specified as a waiting period in the Declarations Section.
  - b. Spouse: Date of marriage.
  - c. Newborn: Eligibility for dental Benefits begins on the Child's actual date of birth, including conditions due to congenital malformation. A notice of birth together with the additional premium must be submitted to us within 90 days after the date of birth in order to continue coverage beyond the 90-day period.
  - d. Foster children, legal adoptions or guardianships: Eligibility for dental Benefits begins on the date the Child is placed in the foster home or with the Certificate Holder; then this Child will be covered on the same basis as a natural child. A Child adopted on or after the Insured's effective date will be covered from the date of the filing of a petition for adoption if the Insured applies for coverage within 60 days after the filing of the petition for adoption. However, the coverage shall begin from the moment of birth if the petition for adoption and application for coverage is filed within 60 days after the birth of the Child. Coverage for an adopted Child shall terminate upon the dismissal or denial of a petition for adoption.
  - e. Stepchild: Date that the Child's natural parent becomes a dependent eligible for dental Benefits.
  - f. All others: Date that RLHICA approves in writing the enrollment or listing of those people, unless compelled by a court or administrative order to provide health benefit plan coverage for a Child or Eligible Dependent.

Once eligible, Certificate Holders and their Eligible Dependents must enroll for coverage under this Policy within 30 days from the date upon which such Certificate Holder or Eligible Dependent becomes eligible for dental Benefits under the terms of Section III. B. immediately above or as outlined in the Declarations section. A Certificate Holder properly enrolls for coverage by completing all enrollment forms required by RLHICA, and submitting such forms to the Policyholder. If the Certificate Holder or Eligible Dependent does not properly enroll for coverage within 30 days from the date upon which he/she becomes eligible for dental Benefits, then such Certificate Holder or Eligible Dependent must wait until the next Open Enrollment period to enroll or as outlined in the Declarations section.

**C. Termination of Eligibility**

Eligibility for dental Benefits will terminate for all Certificate Holders and dependents under this Policy at the earlier of:

1. The termination of this Policy; or
2. The last day of the month for which payment has been made if the Policyholder fails to make the payments required by this Policy.

Eligibility of an individual Certificate Holder, and of the Eligible Dependents of that Certificate Holder, will also terminate if that Certificate Holder ceases to be a Certificate Holder as defined by this Policy. An Eligible Dependent also terminates upon lack of compliance with the eligibility requirements of this Policy.

In no event will eligibility for any person covered under this Policy continue beyond the date RLHICA is advised by the Policyholder to terminate that person's eligibility.

**D. Conversion to an Individual Policy**

A person whose eligibility under this Plan is terminated or who loses coverage under this Plan may be eligible to elect coverage under an individual conversion policy. Any request to obtain a conversion policy will be honored in accordance with applicable state law.

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## ***Section IV. Continuation of Coverage***

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**A. Loss of Eligibility During Treatment**

1. If a Certificate Holder and/or Eligible Dependent lose eligibility while receiving dental treatment, only Covered Services received while that individual was eligible under the plan will be payable.
2. Certain procedures begun before the loss of eligibility may be covered if the services were completed within a 30-day period measured from the date of termination. In those cases, RLHICA evaluates those services in progress to determine what portion may be paid by RLHICA. The balance of the total fee is the Certificate Holder's responsibility.

**B. Continuation of Coverage – Disabled Dependent Children**

The other provisions of this Policy notwithstanding, a Child's attainment of the Limiting Age does not terminate his or her eligibility under this Policy if the Child is both:

1. incapable of self-sustaining employment because of mental or physical condition; and,
2. chiefly dependent upon the Certificate Holder for support and maintenance.

**C. Continuation Coverage**

The other provisions of this Policy notwithstanding, eligibility for dental Benefits will continue for an individual who is required to be provided with and elects continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA) provided:

1. The Policyholder elects COBRA coverage under this Policy.
2. Continuation coverage is required to be provided under COBRA.
3. The Policyholder notifies RLHICA that the individual is eligible for Benefits.
4. Coverage shall only be in effect up to the first day of the month after the individual notifies the Policyholder that he or she no longer wants coverage from RLHICA or until the end of the individual's continuation coverage period, whichever occurs first.
5. Further, coverage shall only remain in effect to the last day of the month for which payment has been made to RLHICA by the Policyholder. However, an individual's coverage may be retroactively

reinstated for the 60-day COBRA “election” period if the Policyholder pays the applicable Rate for the period. RLHICA may, at its sole option and without notice, continue coverage, if legally required.

**6. Coverage will not continue beyond the termination of this Policy.**

The individual is responsible for the costs of any service provided after an individual is no longer eligible for continuation coverage under this subsection. Proper and timely notification should be given to RLHICA to delete the individual’s coverage.

The monthly Rate that the Policyholder must pay on behalf of any individual who is provided coverage under this subsection will be based on the COBRA continuation coverage rates then in effect during that month.

An individual who continues coverage will be considered to be either a Certificate Holder or an Eligible Dependent under this Policy and the dental care certificate as long as coverage is provided under this section. RLHICA does not assume any of the obligations assigned by COBRA to the Policyholder or any employer (including the obligation to notify potential beneficiaries of their rights or options under COBRA), and the Policyholder agrees that it will perform those obligations in full.

Not all employers are subject to the continuation coverage requirements contained in COBRA. For those that are not, the above language in Section IV C does not apply. Employers should consult with their legal counsel to determine how and when the law applies.

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## ***Section V. Benefits***

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### **A. Types of Dental Benefits**

RLHICA agrees to provide Benefits to Certificate Holders and Eligible Dependents under the policies and procedures of RLHICA, including the Processing Guidelines, which are available upon request, and under the terms and conditions of this Policy, including, but not limited to, the classes, exclusions, and limitations listed below.

**Unless otherwise specified in the Declarations Section,** Benefits may be divided into the following classes, and are subject to the exclusions and limitations listed below. **Please see the Declarations Section for the classification of Benefits, exclusions and limitations applicable under your Policy.**

A detailed list of the Benefits provided under this Policy is available upon request by the Policyholder. All time limitations are measured either from the last date of service in any RLHICA plan or, at the request of the Policyholder, from the last date of service in any dental plan.

#### **1. Class I Benefits**

##### **a. Diagnostic and Preventive Services:**

Services and procedures to evaluate existing conditions and/or to prevent dental abnormalities or disease. These services include evaluations (examinations), prophylaxes (cleanings), bitewing X-rays and fluoride treatments. These services are subject to the following exclusions and limitations:

- i.** Topical fluoride treatments are payable twice in a Benefit Year for Children, under age 14.
- ii.** Benefits for oral evaluations rendered as a consultation or exam are payable twice in any Benefit Year, whether provided under one or more RLHICA plans.
- iii.** Benefits for prophylaxes, including periodontal maintenance procedures are payable twice in any Benefit Year. Full mouth debridement will be payable once in the Certificate Holder’s lifetime.
- iv.** Bitewing X-rays are payable once in any Benefit Year.
- v.** Benefits for space maintenance are payable once per lifetime, per area, for Children under the age of 14 years.

- vi. RLHICA will not make payment for preventive control programs, including home care items, oral hygiene instructions, nutritional counseling, and tobacco counseling and all charges for the same will be the responsibility of the Certificate Holder.
- vii. RLHICA will not make payment for tests and laboratory examinations (including, but not limited to cytology, bacteriology, pathology) and caries susceptibility tests and all charges for the same will be the responsibility of the Certificate Holder, unless otherwise indicated in the Declarations section.

## **2. Class II Benefits**

### **a. Emergency Palliative Treatment**

Emergency treatment to temporarily relieve pain.

### **b. Radiographs (x-rays)/Diagnostic Imaging**

X-rays as required for routine care or as necessary for the diagnosis of a specific condition, subject to the following limitations:

- i. Full mouth X-rays (which include bitewing X-rays) or a panoramic x-ray (with or without bitewing x-rays) are payable once in any five-year period.
- ii. A serial listing of x-rays is paid as a full mouth series if the total fee equals or exceeds the fee for a complete series.
- iii. Any supplemental films with a full mouth series are part of the complete procedure.
- iv. Benefits for a cephalometric film, oral/facial images or diagnostic casts are not payable.
- v. Benefits for posterior-anterior or lateral skull and facial bone survey, sialography, temporomandibular joint films (including arthrograms) or tomographic films are not payable.

### **c. Minor Restorative Services**

Minor restorative services to rebuild and repair natural tooth structure when damaged by disease or injury. These services include amalgam (silver) and resin (white) fillings, subject to the following exclusions and limitations:

- i. Amalgam and composite resin restorations are payable once per tooth surface within a 24-month period regardless of the number of combination of restorations placed on a surface.
- ii. RLHICA will not make payment for dentistry for aesthetic reasons and all charges for the same will be the responsibility of the Certificate Holder.

### **d. Simple Extractions**

Simple extractions including local anesthesia, suturing, if needed, and routine post-operative care.

### **e. Sealants.**

Sealants are payable only for the occlusal surface of first permanent molars to age nine and second permanent molars to age 14. The surface must be free from decay and restorations. Sealants are a benefit payable once in any three-year period.

### **f. Periodontal Maintenance Following Therapy**

Periodontal maintenance following active periodontal therapy procedures along with benefits for prophylaxes, including periodontal maintenance procedures, are payable twice in any Benefit Year. Full mouth debridement will be payable once in the Certificate Holder's lifetime.

### **g. Other Class II Services**

- i. After hours visits, not to exceed once per Benefit Year.

### **3. Class III Benefits**

#### **a. Oral Surgery Services**

Extractions and dental surgery, including local anesthesia, suturing, if needed, and routine postoperative care subject to the following exclusions and limitations:

- i.** RLHICA will not make payment for the following services, and all charges for the same will be the responsibility of the Certificate Holder: correction of congenital or developmental malformations, cosmetic surgery, or dentistry for aesthetic reasons.
- ii.** RLHICA will not make payment for the following benefits, and all charges for the same will be the responsibility of the Certificate Holder: prescription drugs, non-prescription drugs, premedications, localized delivery of chemotherapeutic agents, relative analgesia, non-intravenous conscious sedation, therapeutic drug injections, hospital visits, desensitizing medicaments and techniques, or behavior management.
- iii.** RLHICA will not make payment for the following benefits and services, and all charges for the same will be the responsibility of the Certificate Holder: any appliance or surgical procedure used to (a) change vertical dimension; (b) restore or maintain occlusions; (c) replace tooth structure lost as a result of abrasion, attrition or erosion; and, (d) splint or stabilize teeth for periodontal reasons.
- iv.** RLHICA will not make payment for the following benefits and services, and all charges for the same will be the responsibility of the Certificate Holder unless otherwise specified in the Declarations Section: appliances, restorations, x-rays or services for the diagnosis or treatment of temporomandibular disorders (TMD).
- v.** RLHICA will not make payment for the following benefits and services, and all charges for the same will be the responsibility of the Certificate Holder: charges related to hospitalization or general anesthesia and/or intravenous sedation for restorative dentistry or surgical procedure unless a specified need is shown.

#### **b. Endodontic Services**

The treatment of teeth with diseased or damaged nerves (for example, root canals), subject to the following exclusions and limitations:

- i.** Benefits for endodontic therapy, endodontic retreatment, and apicoectomy/periradicular services are payable once per tooth in 24 months.
- ii.** Benefits for root canal fillings on primary teeth are limited to primary teeth without succedaneous (replacement) teeth.
- iii.** RLHICA will not make payment for the following benefits and services, and all charges for the same will be the responsibility of the Certificate Holder: pulp caps, maxillofacial prosthetics or myofunctional therapy.

#### **c. Periodontic Services**

The treatment of diseases of the gums and supporting structures of the teeth. These services are subject to the following exclusions and limitations:

- i.** Benefits for prophylaxes, including periodontal prophylaxes are payable twice in any Benefit Year. Full mouth debridement will be payable once in the Certificate Holder's lifetime.
- ii.** Benefits for root planing and scaling are payable once per area in any two-year period.
- iii.** Periodontal surgery is payable once per area in any three-year period.



- iv. RLHICA will not make payment for the following benefits and services, and all charges for the same will be the responsibility of the Certificate Holder: any appliance or surgical procedure used to (a) change vertical dimension; (b) restore or maintain occlusions; (c) replace tooth structure lost as a result of abrasions, attrition or erosion; and (d) splint or stabilize teeth for periodontal reasons.

**d. Major Restorative**

Major restorative services, such as crowns, used when teeth cannot be restored with another filling material. These services are subject to the following exclusions and limitations:

- i. Cast restorations (including crowns, onlays, veneers) and associated procedures such as cores and post substructures on the same tooth are payable once in any seven-year period.
- ii. Porcelain, porcelain/ceramic substrate, porcelain/resin processed to metal, and cast restorations are not payable for Children less than 12 years of age.
- iii. Benefits for core buildups, cast posts and cores, and prefabricated posts are limited to once per tooth.
- iv. Optional treatment: If the Certificate Holder or Eligible Dependent selects a more expensive service than is customarily provided or for which RLHICA does not determine that a valid dental need is shown, RLHICA may make an allowance based on the fee for the customarily provided service.
- v. Inlays, regardless of the material used: RLHICA will pay only the applicable amount that it would have paid for a resin-based composite restoration. The Certificate Holder will be responsible for any additional charges.
- vi. RLHICA will not make payment for the following benefits and services and all charges for the same will be the responsibility of the Certificate Holder: any appliance or surgical procedure used to (a) change vertical dimension; (b) restore or maintain occlusions; (c) replace tooth structure lost as a result of abrasions, attrition or erosions; and, (d) splint or stabilize teeth for periodontal reasons.

**e. Prosthodontic Services**

Services and appliances that replace missing natural teeth (such as bridges, partial dentures, and complete dentures): RLHICA will make payment for procedures to replace a missing tooth or teeth that were lost before employment with this group, subject to the following exclusions and limitations:

- i. One complete upper and one complete lower denture are Benefits once in any seven-year period.
- ii. A partial denture, fixed bridge, or removable bridge and any associated services are payable once in any seven-year period.
- iii. Fixed bridges and removable cast partials are not payable for Children less than 16 years of age.
- iv. Benefits for tissue conditioning are payable twice per denture unit in any three-year period.
- v. Endosteal implants are allowed once per tooth, per lifetime. RLHICA will not make payment if implant is placed within seven years following prosthodontic or major restorative services involving that tooth.
- vi. RLHICA will not make payment for specialized implant surgical techniques, removal of implant, implant maintenance procedures, or implant repairs, and all charges for the same will be the responsibility of the Certificate Holder unless otherwise specified in the Declarations Section.

- vii. RLHICA will not make payment for the following benefits and services, and all charges for the same will be the responsibility of the Certificate Holder: temporary, provisional or interim prosthodontic appliances; precision or semi-precision attachments or myofunctional therapy.
- viii. RLHICA will not make payment for the following benefits and services, and all charges for the same will be the responsibility of the Certificate Holder: any appliance or surgical procedure used to (a) change vertical dimension; (b) restore or maintain occlusions; (c) replace tooth structure lost as a result of abrasions, attrition or erosion; and (d) splint or stabilize teeth for periodontal reasons.

**f. Relines and Repairs**

Relines and repairs to bridges, removable bridges, partial dentures, and complete dentures. A reline or a complete replacement of denture base material is limited to once in any three-year period per appliance.

**g. Other Class III Services**

- i. Benefits for an occlusal guard are payable only once in any five-year period.
- ii. Benefits for limited occlusal adjustments are payable once in a Benefit Year.
- iii. Office visits during regularly scheduled hours are payable once per Benefit Year.
- iv. RLHICA will not make payment for the following services, and all charges for the same will be the responsibility of the Certificate Holder: repair, relines, or adjustments of occlusal guards.
- v. RLHICA will not make payment for the following benefits and services and all charges for the same will be the responsibility of the Certificate Holder: prescription drugs, non-prescription drugs, premedications, localized delivery of chemotherapeutic agents, relative analgesia, non-intravenous conscious sedation, therapeutic drug injections, hospital visits, desensitizing medicaments and techniques, behavior management, athletic mouthguards house/extended care facility visit, mounted occlusal analysis, complete occlusal adjustment, enamel microabrasions, odontoplasty or bleaching.

**4. Class IV Benefits**

**Orthodontic Services**

Services, treatment, and procedures to correct malposed teeth, subject to the following exclusions and limitations:

- a. RLHICA's payment for orthodontic services (Class IV Benefits) will be limited to the lifetime maximum specified in the Declarations Section of this Policy.
- b. Orthodontic Benefits are payable until the end of the calendar year of the 19<sup>th</sup> birthday of a Certificate Holder or Eligible Dependent unless otherwise specified in the Declarations Section.
- c. If the treatment plan is terminated before completion of the case for any reason, RLHICA's obligation will cease with payment up to the date of termination.
- d. The Dentist may terminate treatment, with written notification to RLHICA and to the patient, for lack of patient interest and cooperation. In those cases, RLHICA's obligation for payment of Benefits ends on the last day of the month in which the patient was last treated.
- e. RLHICA will not make payment for the following benefits and services and all charges for the same will be the responsibility of the Certificate Holder: lost, missing, or stolen appliances of any type and replacement or repair of an orthodontic appliance.

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## ***Section VI. Exclusions and Limitations***

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### **A. Exclusions:**

In addition to the exclusions listed above in the Benefits section, RLHICA will not make payment for the following benefits and services, and all charges for the same will be the responsibility of the Certificate Holder, unless otherwise specified in the Declarations Section.

Services for injuries or conditions paid pursuant to Workers' Compensation or Employer's Liability laws. Benefits or services that are received from any government agency, political subdivision, community agency, foundation, or similar entity. NOTE: This provision does not apply to any programs provided under Title XIX Social Security Act, that is, Medicaid.

Services or appliances started prior to the date the person became eligible under this Policy, excluding orthodontic treatment.

1. Charges for failure to keep a scheduled visit with the Dentist.
2. Charges for completion of forms or submission of claims.
3. Services for which no valid dental need can be demonstrated, that are specialized techniques, or that are investigational in nature as determined by the standards of generally accepted dental practice.
4. Treatment by other than a Dentist, except for services performed by a licensed dental hygienist under the scope of his or her license.
5. Those Benefits excluded by the policies and procedures of RLHICA, including the Processing Guidelines.
6. Services or supplies for which no charge is made, for which the patient is not legally obligated to pay or for which no charge would be made in the absence of RLHICA coverage.
7. Services or supplies received as a result of dental disease, defect, or injury due to an act of war, declared or undeclared.
8. Services that are generally covered under a hospital, surgical/medical, or prescription drug program.
9. Services that are not within the classes of Benefits that have been selected and are not in this Policy.

### **B. Limitations:**

In addition to the limitations listed above in the Benefits section, the following limitations apply under this Policy, unless otherwise specified in the Declarations Section:

1. RLHICA's obligation for payment of Benefits ends on the last day of the month in which coverage is terminated under this Policy.
2. When services in progress are interrupted and completed later by another Dentist, RLHICA will review the claim to determine the amount of payment, if any, to each Dentist.
3. Care terminated due to the death of a Certificate Holder or Eligible Dependent will be paid to the limit of RLHICA's liability for the services completed or in progress.
4. The maximum Benefit payable in any one Benefit Year will be limited to the amount specified in the Declarations Section of this Policy.
5. If a plan Deductible amount is specified in the Declarations Section, RLHICA will not be obligated to pay for, in whole or in part, any services until the Deductible amount is met.
6. Processing Guidelines may limit payment.

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## ***Section VII. Claims***

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### **A. Notice of Claim**

Written notice of claim must be given within 20 days after a covered loss starts or as soon as reasonably possible. The notice may be given to RLHICA at its home office or to RLHICA's agent. Notice should include the name of the insured and the Policy number.

### **B. Claim Forms**

RLHICA, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting, within the time fixed in the Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

### **C. Proof of Loss**

Written proof of loss must be given within 90 days after such loss. If it was not reasonably possible to give written proof in the time required, RLHICA shall not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than 1 year from the time specified unless the claimant was legally incapacitated.

### **D. Payment of Claims**

Upon receipt of all required claim information and in accordance with prompt payment of claim laws, RLHICA shall notify claimant within 30 days of receipt of claim as to whether the claim has been processed for payment, denied, or incomplete. If the claim is denied, RLHICA shall provide specific notice. If the claim is incomplete, RLHICA shall provide a description of all information needed.

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## ***Section VIII. Agreements***

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### **A. RLHICA Agrees:**

1. To make no payments from the money received from the Policyholder for any services rendered to a person who is not eligible for dental Benefits as defined in this Policy.
2. To make payments in the following manner for Covered Services provided to the Certificate Holder and Eligible Dependents: RLHICA will base payment on the lesser of the Submitted Amount, and either the Allowed Amount or an amount based on a Table of Allowances, whichever is applicable. RLHICA will either send payment to the Certificate Holder who is responsible for paying the Dentist whatever he or she charges, or directly to the Dentist if the Certificate Holder or Eligible Dependent has assigned Benefit payments to the Dentist who rendered Covered Services under this Policy.
3. To provide standard reports to the Policyholder upon request for no additional charge and to provide agreed to non-standard reports on a time and materials basis.
4. That no agent has authority to change the Policy or waive any of its provisions and that no change in the Policy shall be valid unless approved by an officer of RLHICA and evidenced by endorsement on the Policy, or by amendment to the Policy signed by the Policyholder and RLHICA.
5. To provide the Policyholder 60 days prior written notice of any adjustment in Rates, Benefits, or Copayments payable under this Policy. Such adjustments may be made, at RLHICA's sole option to correct potential adverse group experience resulting from the following:
  - a. Information provided upon enrollment proves to be in error; or
  - b. Terms and provisions of the Policy are violated; or

- c. Initial size or composition of the group changes to the extent it adversely affects the Rates.

If the Policyholder refuses to accept this adjustment, RLHICA may, in its sole discretion, implement the adjustment or an alternative adjustment or cancel this Policy.

**B. Policyholder Agrees:**

1. To pay RLHICA the monthly Rate specified in the Declarations Section of this Policy, in advance, unless otherwise specified in the Declarations Section.
2. To enroll as Certificate Holders all eligible employees or members of the Policyholder and to list, if covered, all Eligible Dependents of those Certificate Holders, to the extent required under the Policy. The Policyholder will provide RLHICA an accurate monthly statement of the total number and names of all Certificate Holders and, if applicable, all Eligible Dependents.
3. To permit RLHICA, by its auditors or other authorized representatives, on reasonable advance written notice, to inspect the Policyholder's record to verify the accuracy of lists of Certificate Holders and Eligible Dependents submitted to RLHICA. Clerical errors or delays in keeping or relaying data will not invalidate eligibility that would otherwise be validly in force or continue eligibility that would otherwise be validly terminated, if, after discovery of the errors or delays, an equitable adjustment of the Policyholder's payment can be made in a reasonable period of time.
4. To collect and pay to RLHICA any amounts that the Policyholder's Certificate Holders are required to pay to RLHICA under this Policy or any written employment contracts. Any amounts not collected will be the responsibility of the Policyholder.
5. To pay for any agreed to non-standard reports on a time and materials basis.

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## ***Section IX. General Provisions***

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**A. Entire Contract:**

This Policy, with the application and attached papers, is the entire contract between the Policyholder and RLHICA. No change in this Policy will be effective until approved by an officer of RLHICA. This approval must be noted on or attached to this Policy. No agent may change this Policy or waive any of its provisions.

**B. Contesting Validity of Policy:**

After 2 years from the issue date, only fraudulent misstatements in the application may be used to void the Policy or deny any claim for loss incurred or disability starting after the 2-year period. This provision shall be read in conjunction with state insurance laws and is not applicable in all jurisdictions and may only apply to non-payment of premium after 2 years from the issue date.

**C. Grace Period:**

This Policy has a 31-day grace period. This provision means that if a renewal premium is not paid on or before the date it is due, it may be paid during the following grace period. The grace period will not apply if, at least 30 days before the premium due date, RLHICA has delivered or mailed to the Policyholder's last address shown in RLHICA's records, written notice of RLHICA's intent not to renew this Policy. During the grace period, the Policy will stay in force.

**D. Reinstatement:**

If the renewal premium is not paid before the grace period ends, the Policy will lapse. Later acceptance of the premium by RLHICA, or by an agent authorized to accept payment without requiring an application for reinstatement, will reinstate this Policy. If RLHICA or its agent require an application, the Policyholder will be given a conditional receipt for the premium. If the application is approved, the Policy will be reinstated as of the approval date. Lacking such approval, the Policy will be reinstated on the 45th day after the date of the conditional receipt unless RLHICA has previously written the Policyholder of its disapproval. The reinstated Policy will cover only loss that results from an injury sustained after the date of

reinstatement or sickness that starts more than 10 days after such date. In all other respects, the rights of the Policyholder and RLHICA will remain the same, subject to any provisions noted on or attached to the reinstated Policy. Any premiums RLHICA accepts for a reinstatement will be applied to a period for which premiums have not been paid. No premiums will be applied to any period more than 60 days before the reinstatement date.

**E. Physical Examination:**

RLHICA, at its own expense, shall have the right and opportunity to examine the person of the insured when and as often as it may reasonably require during the pendency of a claim hereunder where it is not prohibited by law.

**F. Legal Actions:**

No legal action may be brought to recover on this Policy within 60 days after written proof of loss has been given as required by this Policy, unless prohibited by applicable state law. No such action may be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be given. This provision does not preclude the Policyholder or Certificate Holder from seeking a decision from a jury trial once all administrative appeals have been exhausted.

**G. Change of Beneficiary:**

Unless the insured makes an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to the insured and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this Policy or to any change of beneficiary or beneficiaries, or to any other changes in this Policy.

**H. Incorporation by Reference**

This Policy shall not contain any provision purporting to make any portion of the charter, rules, constitution, or bylaws of RLHICA a part of this Policy unless the portion is set forth in full in this Policy, except in the case of the incorporation of, or reference to, a statement of rates, statement of classification of risks, or short-rate table filed with the State Department of Insurance.

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## ***Section X. Term and Termination***

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This Policy shall remain in full force and effect for the initial term and any renewal term of this Policy as specified in the Declarations Section. RLHICA will give the Policyholder at least 45 days' advance notice of cancellation, expiration, or nonrenewal. RLHICA shall have the option of terminating this Policy if:

- A.** The Policyholder fails to make a required payment within the expiration of the grace period specified; or
- B.** RLHICA elects to cancel pursuant to Section VIII(A)5 of this Policy; or
- C.** The Policyholder fails to furnish RLHICA with accurate enrollment data pursuant to Section VIII(B)2; or
- D.** The Policyholder permits voluntary enrollment of Certificate Holders and/or their dependents unless otherwise specified in the Declarations Section; or
- E.** The Policyholder voluntarily wishes to cancel this Policy and provides RLHICA with 30 days written notice of intent to cancel; or
- F.** The Policyholder refuses to allow RLHICA (by its auditors or other authorized representatives) to inspect the Policyholder's records to verify the accuracy of the eligible Certificate Holder and dependent list pursuant to Section VIII(B)3; or

- G.** The Policyholder has otherwise breached this Policy.

The Policyholder is entitled to a grace period of 31 days for the payment of any premium due except the first, during which period the Policy will remain in force. RLHICA shall have the option of terminating this Policy or placing all claims on hold status if the Policyholder fails to make a required payment before the expiration of the grace period. In the event RLHICA chooses to terminate this Policy due to nonpayment of premium, RLHICA will give the Policyholder notice of the termination within 45 days after the premium due date. The effective date of such termination shall be the first day of the period for which the premium is due.

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## ***Section XI. Certificate of Coverage***

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RLHICA will provide to the Policyholder for submission to the Certificate Holder a standard certificate of the Benefits provided under this Policy. The certificate entitles the Certificate Holders and their Eligible Dependents the right to receive care from a Dentist of their choice.

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## ***Section XII. Miscellaneous Requirements***

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- A.** RLHICA will enroll as Certificate Holders all eligible employees of the Policyholder and list, if covered, all Eligible Dependents of those Certificate Holders, to the extent required under this Policy. The Policyholder will provide RLHICA an accurate monthly statement of the total number and names of all Certificate Holders and, if applicable, all Eligible Dependents.
- B.** In the absence of fraud, all statements, made by the Policyholder or by the individuals insured, shall be deemed to be representations and not warranties.
- C.** If this Policy is in violation of the laws of the State in which this Policy was issued, this Policy shall be held valid but shall be construed as provided in such laws. When any provision in this Policy is in conflict with such laws, the rights, duties and obligations of the insurer, the insured and the beneficiary shall be governed by such laws.
- D.** Dentists providing services are independent contractors, and neither the Policyholder nor RLHICA will be liable for any act or omission of any Dentist, his or her employees or agents or any person providing dental or other professional services under this Policy.
- E.** All Dentists, Certificate Holders, and Eligible Dependents, by performing or receiving services under this Policy, are bound by all its terms.
- F.** No materials will be published or distributed by the Policyholder concerning this Policy until the material is first approved by RLHICA.
- G.** RLHICA will not honor and no payment will be made for services if a claim for those services has not been received by RLHICA within 12 months after the services are provided.
- H.** RLHICA and Policyholder agree to defend, indemnify and hold harmless the other and its directors, officers and employees (who are acting in the course of their employment, but not as claimants) from any loss, cost, or expense (including reasonable attorney fees and court costs) resulting from or arising out of or in connection with its breach of this Policy or any negligent act or omission of any of its directors, officers or employees.
- I.** While the Certificate Holder and/or Eligible Dependent are covered by RLHICA, the Certificate Holder and/or Eligible Dependent agree to provide RLHICA with any information it needs to process the claims and administer the Benefits. This includes allowing RLHICA to have access to his or her dental records.

- J.** The RLHICA Board of Directors or its delegee will establish a procedure for resolving all questions raised by a Dentist, a Policyholder, a Certificate Holder, or an Eligible Dependent in regard to claims for dental Benefits allowed or rejected under the terms of this Policy. This procedure will be used both for the initial determination of those questions and for the resolution of appeals made on the basis of those initial determinations. All determinations made according to this procedure will be final and binding on the Dentist, the Policyholder, the Certificate Holder, and the Eligible Dependent.
- K.** RLHICA may from time to time provide additional services or Benefits by rider or other notice. Those additional services or Benefits may be withdrawn at any time after notice given by RLHICA.
- L.** Any notice required or permitted to be given by RLHICA will be considered given if in writing and personally delivered, or if in writing and deposited in the United States mail with postage prepaid, addressed to the Policyholder, a Dentist, or Certificate Holder at the last address of record. This notice will be considered given when personally delivered or mailed.
- M.** No agent has authority to change any part of this Policy. No changes to this Policy will be valid unless approved in writing by RLHICA.
- N.** If RLHICA pays a claim for which another person or company is liable, RLHICA has the right to recover its payment from the other person or company.
- O.** Services and/or Benefit payments to Certificate Holders or Eligible Dependents are for the personal benefit of those people and cannot be transferred or assigned. Notwithstanding any other provision of this Policy, however, a Certificate Holder or Eligible Dependent may assign Benefit payments to the Dentist who rendered Covered Services under this Policy. A payment made pursuant to such assignment shall discharge the obligation of RLHICA with respect to the amount of insurance so paid.
- P.** This Policy is subject to change if, in the future, federal and state laws and regulations require RLHICA or the Policyholder to comply with such laws and regulations. Should any such change to this Policy be necessary by law, the Policyholder will receive written notice from RLHICA informing the Policyholder of the reasons for any change to the Policy and the process by which the Policyholder will receive an amended Policy.
- Q.** All of the Benefits under this Policy, if applicable, will be subject to a Coordination of Benefits provision that is designed to provide maximum coverage, but not to exceed 100 percent of the total fee for a given treatment.

## **1. Applicability**

- a.** This Coordination of Benefits (“COB”) provision applies to This Plan when a Certificate Holder or the Certificate Holder’s covered dependent has health care coverage under more than one Plan. “Plan” and “This Plan” are defined below.
- b.** If this COB provision applies, the order of benefit determination rules should be looked at first. These rules determine whether the Benefits of This Plan are determined before or after those of another plan. The Benefits of This Plan:
  - i.** Shall not be reduced when, under the order of benefit determination rules, This Plan determines its Benefits before another plan; but
  - ii.** May be reduced when, under the order of benefits determination rules, another plan determines its benefits first. The above reduction is described in Section 4. “Effect on the Benefits of This Plan.”

## **2. Definitions**

- a.** “Allowable Expense” means a necessary health care expense that is covered at least in part by one or more plans covering the person for whom the claim is made.

When a plan provides benefits in the form of services, the reasonable cash value of each service rendered will be considered both an Allowable Expense and a benefit paid.



- b. "Claim Determination Period" means a calendar year. However, it does not include any part of a year during which a person has no coverage under This Plan, or any part of a year before the date this COB provision or a similar provision takes effect.
- c. "Plan" is any of these which provides benefits or services for, or because of, medical or dental care or treatment:
  - i. Group insurance or group-type coverage, whether insured or uninsured. This includes prepayment, group practice or individual practice coverage. It also includes coverage other than school accident-type coverage.
  - ii. Coverage under a governmental plan, or coverage required or provided by law. This does not include a state plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act, as amended from time to time).

Each contract or other arrangement for coverage under (i) or (ii) is a separate plan. Also, if an arrangement has two parts and COB rules apply only to one of the two, each of the parts is a separate plan.

- d. "Primary Plan/Secondary Plan:" The order of benefit determination rules state whether This Plan is a Primary Plan or Secondary Plan as to another plan covering the person.

When This Plan is a Primary Plan, its Benefits are determined before those of the other plan and without considering the other plan's benefits.

When This Plan is a Secondary Plan, its Benefits are determined after those of the other plan and may be reduced because of the other plan's benefits.

When there are more than two plans covering the person, This Plan may be a Primary Plan as to one or more other plans, and may be a Secondary Plan as to a different plan or plans.

- e. "This Plan" is the part of the group contract that provides Benefits for health care expenses.

### **3. Order Of Benefit Determination Rules**

- a. General. When there is a basis for a claim under This Plan and another plan, This Plan is a Secondary Plan which has its Benefits determined after those of the other plan, unless:
  - i. The other plan has rules coordinating its benefits with those of This Plan; and
  - ii. Both those rules and This Plan's rules, in subsection b. below, require that This Plan's Benefits be determined before those of the other plan.
- b. Rules. This Plan determines its order of Benefits using the first of the following rules which applies:
  - i. Non-Dependent/Dependent. The benefits of the plan which covers the person as an employee, member, or subscriber (that is, other than as a dependent) are determined before those of the plan which covers the person as a dependent; except that: if the person is also a Medicare beneficiary, and as a result of the rule established by Title XVIII of the Social Security Act and implementing regulations, Medicare is:
    - (a) Secondary to the plan covering the person as a dependent and;
    - (b) Primary to the plan covering the person as other than a dependent (e.g. a retired employee), then the order of benefit determination is reversed so that the plan covering the person as an employee, member, subscriber or retiree is secondary and the other plan is primary.
  - ii. Dependent Child/Parents not Separated or Divorced. Except as stated in Paragraph b.(iii) below, when This Plan and another plan cover the same Child as a dependent of different persons, called "parents:"

- (a) The benefits of the plan of the parent whose birthday falls earlier in a year are determined before those of the plan of the parent whose birthday falls later in that year; but,
- (b) If both parents have the same birthday, the benefits of the plan which covered the parents longer are determined before those of the plan which covered the other parent for a shorter period of time.

However, if the other plan does not have the rule described in (a) immediately above, but instead has a rule based upon the gender of the parent, and if, as a result, the plans do not agree on the order of benefits, the rule in the other plan will determine the order of benefits.

**iii. Dependent Child/Parents Separated or Divorced.** If two or more plans cover a person as a dependent Child of divorced or separated parents, benefits for the Child are determined in this order:

- (a) First, the plan of the parent with custody of the Child;
- (b) Then, the plan of the spouse of the parent with the custody of the Child;
- (c) Then, the plan of the parent not having custody of the Child; and
- (d) Then, the plan of the spouse of the parent not having custody of the Child. If the other plan does not have this subsection and if, as a result, the plans do not agree on the order of benefits, this subsection shall be ignored.

However, if the specific terms of a court decree state that one of the parents is responsible for the health care expense of the Child, and the entity obligated to pay or provide the benefits of the plan of that parent has actual knowledge of those terms, the benefits of that plan are determined first. The plan of the other parent shall be the Secondary Plan. This paragraph does not apply with respect to any Claim Determination Period or Plan year during which any benefits are actually paid or provided before the entity has that actual knowledge.

If the specific terms of the court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the health care expenses of the Child, the plans covering the Child shall be subject to the order of benefit determination contained in subdivision b.(ii) of this section.

- iv. Active/Inactive Employee.** The benefits of a plan which covers a person as an employee who is neither laid off nor retired (or as that employee's dependent) are determined before those of a plan which covers that person as a laid off or retired employee (or as that employee's dependent). If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this Rule (iv) is ignored.
- v. Continuation Coverage.** If a person whose coverage is provided under a right of continuation pursuant to federal law (i.e., COBRA) or state law also is covered under another plan, the benefits of the plan covering the person as employee, member, or subscriber (or that person's dependent) shall be determined before the benefits under the continuation coverage. If the other plan does not have this rule and if, as a result, the plans do not agree on the order of benefits, this paragraph shall be ignored.
- vi. Longer/Shorter Length of Coverage.** If none of the above rules determines the order of benefits, the benefits of the plan which covered an employee, member, or subscriber longer are determined before those of the Plan which covered that person for the shorter term.

#### **4. Effect On The Benefits Of This Plan**

- a. When This Section Applies.** This Section 4. applies when, in accordance with Section 3. "Order of Benefit Determination Rules," This Plan is a Secondary Plan as to one or more other plans. In that event the Benefits of This Plan may be reduced under this section. Such other plan or plans are referred to as "the other plans" in b. immediately below.

- b.** Reduction in this Plan's Benefits. The Benefits of This Plan will be reduced when the sum of:
  - i.** The Benefits that would be payable for the Allowable Expense under This Plan in the absence of this COB provision; and
  - ii.** The benefits that would be payable for the Allowable Expenses under the other plans, in the absence of provisions with a purpose like that of this COB provision, whether or not claim is made; exceeds those Allowable Expenses in a Claim Determination Period. In that case, the Benefits of This Plan will be reduced so that they and the benefits payable under the other plans do not total more than those Allowable Expenses.

When the Benefits of This Plan are reduced as described above, each benefit is reduced in proportion. It is then charged against any applicable benefit limit of This Plan.

## **5. Right To Receive And Release Needed Information**

Certain facts are needed to apply these COB rules. RLHICA has the right to decide which facts it needs. It may get needed facts from or give them to any other organization or person. RLHICA need not tell, or get the consent of, any person to do this. Each person claiming Benefits under This Plan must give RLHICA any facts it needs to pay the claim.

## **6. Facility Of Payment**

A payment made under another plan may include an amount which should have been paid under This Plan. If it does, RLHICA may pay that amount to the organization which made that payment.

That amount will then be treated as though it were a Benefit paid under This Plan. RLHICA will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services.

## **7. Right Of Recovery**

If the amount of the payments made by RLHICA is more than it should have paid under this COB provision, it may recover the excess from one or more of:

- a.** The persons it has paid or for whom it has paid;
- b.** Insurance companies; or
- c.** Other organizations.

The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

Accepted as witnessed by the signatures below, all terms and provisions of this Policy are effective as of the effective date set forth in the Declarations Section.

### **RENAISSANCE LIFE AND HEALTH INSURANCE COMPANY OF AMERICA**



Thomas J. Fleszar  
President and CEO



**Renaissance**<sup>SM</sup>

Life & Health Insurance Company of America

**Arkansas  
Group Dental  
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**RENAISSANCE PPO**

**ARKANSAS GROUP DENTAL PPO CERTIFICATE**

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**Important Cancellation Information – Please Read The Provision Entitled, “Termination of Coverage,” Found on Page “16”.**

**THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CERTIFICATE. If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare, which is available from the company. Title II NCAC 12.0843 and Section 17.E.**

NOTE: This Dental Care Certificate should be read in conjunction with the Summary of Dental Plan Benefits that is provided with the Certificate. The Summary of Dental Plan Benefits lists the specific provisions of your group dental Plan. Your group dental plan is a legal contract between the Policyholder and the insurer.

**READ YOUR DENTAL CARE CERTIFICATE CAREFULLY.**

**PLEASE NOTE: RLHICA recommends Predetermination before any services are rendered where the total charges will exceed \$200. You and your Dentist should review your Predetermination Notice before your Dentist proceeds with treatment. Once treatment is complete, the dates of service will be entered on the predetermination Notice and the Predetermination Notice will be submitted to RLHICA for payments.**

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## I. Dental Care Certificate

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Renaissance Life & Health Insurance Company of America ("RLHICA") issues this Renaissance Dental PPO Certificate to you, the Certificate Holder. The Certificate is an easy to read summary of your Dental Benefits Plan. It reflects and is subject to the agreement between RLHICA and your employer or organization (the "Policyholder").

The Benefits provided under the Plan may change if any state or federal laws change.

RLHICA agrees to provide Dental Benefits as described in this Certificate.

All the provisions in the following pages, read in conjunction with the Summary of Dental Plan Benefits and all attachments and addendums, form a part of this document as fully as if they were stated over the signature below.

IN WITNESS WHEREOF, this Certificate is executed at RLHICA's home office by an authorized officer.



Thomas J. Fleszar, DDS, MS  
President and CEO

**Home Office:**  
**RENAISSANCE LIFE & HEALTH**  
**INSURANCE COMPANY OF AMERICA**

**Attn: Renaissance Administration**  
P.O. Box 30381  
Lansing, Michigan 48909-7881  
Administrative Direct Line: 1-800-745-7509  
Customer Service Direct Line: 1-888-358-9484

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## II. Definitions

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### Adverse Benefit Determination

Means any denial, reduction or termination of the Benefit for which you filed a claim. Or a failure to provide or to make payment (in whole or in part) of the Benefit you sought, including any such determination based on eligibility, application of any utilization review criteria, or a determination that the item or service for which Benefits are otherwise provided was experimental or investigational, or was not medically necessary or appropriate.

### Allowed Amount

Means the maximum dollar amount RLHICA will base Benefit payment upon for any Covered Service.

For services rendered by In-Network Dentist, the Allowed Amount are pre-negotiated fees that the provider has agreed to accept as payment in full. For services rendered by Out-of-Network Dentist, RLHICA determines the Allowed Amount based upon treatment rendered and [a periodically determined percentile of fees charged by a sample of Dentist of similar training within your geographic area, which is set forth in the Summary of Dental Plan Benefits] [the pre-negotiated fees agreed to by In-Network Dentist in your geographic area].

### Benefit Year

Means the calendar year, unless your employer elects the Policy Year to serve as the Benefit Year. The Benefit Year is specified in the Summary of Dental Plan Benefits.

### Benefits

Means payment for dental services that are covered under your Plan.

### Certificate

Is this document. RLHICA will provide dental Benefits as described in this Certificate. Any changes in this Certificate will be based on changes to the Plan. Changes to the Certificate will be in the Summary of Dental Plan Benefits.

### Certificate Holder

You, when your employer or organization notifies RLHICA that you are eligible to receive Benefits under your Plan.

### Children

Your natural children, stepchildren, adopted children, or foster children placed in the foster home, children by virtue

of legal guardianship or who are residing with you during the waiting period for legal adoption or guardianship.

## Completion Dates

Some procedures may require more than one appointment. Treatment is complete:

- for dentures and partial dentures, on the delivery date;
- for crowns and bridgework, on the cementation date;
- for root canals and periodontal treatment, on the date of the final procedure that completes treatment.

## Coinsurance

The percentage of the Allowed Amount for Covered Services that you will have to pay toward treatment.

## Copayment

The dollar amount that the Certificate Holder must pay toward treatment.

## Covered Services

Are the unique Benefits selected in your Plan. The Summary of Dental Plan Benefits lists your Covered Services.

## Deductible

The amount an individual and/or a family must pay toward Covered Services before RLHICA begins paying for services. The Summary of Dental Plan Benefits lists the Deductible that applies to you, if any.

## Dentist

A person licensed to practice dentistry in the state or country in which dental services are rendered.

## Eligible Dependent

To verify dependent coverage, see the Summary of Dental Plan Benefits.

- Your legal spouse; or,
- Your unmarried Children who are not greater than 19 years old; or,
- Your unmarried Children for whom you or your legal spouse are financially responsible for medical, health, or dental care under terms of a court decree; or,

- Your Children who are greater than 19 years old and (1) incapable of self-sustaining employment by reason of a mental or physical condition and (2) chiefly dependent upon the Certificate Holder for support and maintenance. In the event that RLHICA denies a claim under this Plan for the reason that the child has attained the Limiting Age for dependent Children, you will have the burden of establishing that the child continues to meet the two criteria specified above. If requested by RLHICA, you submit medical reports confirming that the child meets the two criteria specified above.

## Employee

A nonseasonal person who works on a full-time basis with a normal work week of 30 or more hours and who is otherwise eligible for coverage, but does not include a person who works on a part-time, temporary, or substitute basis.

## In-Network Dentist

Means a preferred provider Dentist that has entered into a contract to provide Covered Services for pre-negotiated fees that the Dentist has agreed to accept as payment in full. A current list of In-Network Dentists will be provided to each Certificate Holder.

## Limiting Age

The age at which a Child of yours is no longer eligible for Benefits under this Plan. A Child who is greater than 19 years old has attained the Limiting Age. In the event that RLHICA denies a claim under your Plan for the reason that your Child has reached the Limiting Age, you have the burden of establishing that the Child continues to meet the following two criteria in order to retain their eligibility: A Child of yours is (1) incapable of self-sustaining employment by reason of a mental or physical condition and (2) eligible to be claimed by you or your legal spouse as a dependent under the U.S. Internal Revenue Code during the current calendar year. If requested by RLHICA, you must submit medical reports confirming that the Child meets the two criteria specified above.

## Maximum Payment

The maximum dollar amount RLHICA will pay in any Plan year or lifetime for covered dental services. (See the Summary of Dental Plan Benefits.)

## Open Enrollment

Unless otherwise indicated in the Declarations Section, the period of time an eligible person may enroll to receive dental benefits.

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## Plan

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The Plan between RLHICA and your employer or organization to provide Benefits.

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## Policy Year

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The 12-month period beginning on the first effective date of the Plan and each 12-month renewal period thereafter.

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## Predetermination (Pre-Service Claim)

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An estimate of Covered Services. Dentists may submit their treatment plans to RLHICA before procedures are started. RLHICA reviews the treatment plan and advises the patient and Dentist of what services are covered by your Plan and what RLHICA's payment may be. RLHICA's payment for predetermined services depends on continued eligibility and the annual or lifetime Maximum Payment available. RLHICA does not require predetermination of Covered Services.

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## Processing Guidelines

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RLHICA's policies and guidelines used for Predetermination and payment of claims. The Processing Guidelines are based, in part, on coding definitions established by the American Dental Association, and may be amended from time to time. The Processing Guidelines are available upon request.

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## RLHICA

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Renaissance Life & Health Insurance Company of America, a life, accident, and health insurer that underwrites health benefit programs.

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## Submitted Amount

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The fee a Dentist bills to RLHICA for a specific treatment.

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## Summary of Dental Plan Benefits

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A list of the specific provisions of your group dental Plan and is a part of the Dental Care Certificate.

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## Urgent Care Claims

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Those potentially life-threatening claims as defined in the U.S. Department of Labor Regulations at 29 CFR 2560.503-1(M)(1)(I). Any such claims that may arise under this dental coverage are not considered to be Pre-Service Claims and are not subject to any Predetermination requirements.

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## III. General Eligibility Rules

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- A. You are not eligible for Benefits unless you are either currently enrolled in your Plan or currently listed or acknowledged as an Eligible Dependent.
- B. Effective Date of Eligibility
  - 1. Initial effective date: All Certificate Holders on the effective date of the Plan are immediately eligible for Benefits. If your dependents are covered by the same Plan, their eligibility commences on the same date as yours.
  - 2. After the initial effective date: For all Certificate Holders (and their Eligible Dependents) not associated with the employer or organization on the initial effective date of their Plan. Eligibility for Benefits will begin, unless stated otherwise, on the first day of the month following whichever of the following dates is applicable:
    - a. Newly hired or rehired employees: The date for which employment compensation begins. Or, if applicable, that date plus the number of days specified as a waiting period in the Summary of Dental Plan Benefits.
    - b. Spouse: Date of marriage.
    - c. Newborn: Eligibility for Benefits begins on the Child's actual date of birth, including conditions due to congenital malformation. A notice of birth together with the additional premium must be submitted to us within 90 days after the date of birth in order to continue coverage beyond the 90-day period.
    - d. Foster children, legal adoption, or guardianships: Eligibility for dental Benefits begins on the date the Child is placed in the foster home or with the Certificate Holder; then this Child will be covered on the same basis as a natural child. A Child adopted on or after the Insured's effective date will be covered from the date of the filing of a petition for adoption if the Insured applies for coverage within 60 days after the filing of the petition for adoption. However, the coverage shall begin from the moment of birth if the petition for adoption and application for coverage is filed within 60 days after the birth of the Child. Coverage for an adopted Child shall terminate upon the dismissal or denial of a petition for adoption.



- e. Stepchild: Date that the Child's natural parent becomes a dependent eligible for Benefits.
- f. All others: Date that RLHICA approves in writing the enrollment or listing of those people, unless compelled by a court or administrative order to provide health benefit plan coverage for a Child or Eligible Dependent.

Once eligible, you and your Eligible Dependents must enroll for coverage under this Policy within 30 days from the date upon which you or your Eligible Dependents become eligible for dental Benefits under the terms of Section III. B. immediately above. You or your Eligible Dependent may properly enroll for coverage by completing all enrollment forms required by RLHICA, and submitting such forms to your employer. If you or your Eligible Dependent do not properly enroll for coverage within 30 days from the date upon which you or your Eligible Dependent become eligible for dental Benefits, then you and/or your Eligible Dependent must wait until the next open enrollment period to enroll.

#### C. Termination of Eligibility

Eligibility for Benefits will terminate for all Certificate Holders and their dependents under this Plan at the earlier of:

1. The termination of the Plan; or
2. The last day of the month for which payment has been made if the employer or organization fails to make the payments required by their Plan.

Your eligibility, and that of your Eligible Dependents, will also terminate if you cease to be a Certificate Holder as defined by the Summary of Dental Plan Benefits. An Eligible Dependent also terminates upon lack of compliance with the eligibility requirements of this Plan.

In no event will eligibility for any person covered under the Plan continue beyond the date RLHICA is advised by the employer or organization to terminate that person's eligibility.

#### D. Conversion to an Individual Policy

A person whose eligibility is terminated may transfer to an individual direct payment contract with RLHICA. Please contact RLHICA to obtain further information.

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## IV. Classes of Benefits

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### Important

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RLHICA agrees to provide Benefits to Certificate Holders and Eligible Dependents under the policies and procedures of RLHICA, including the Processing Guidelines, which are available upon request, and under the terms and conditions of this Plan, including, but not limited to, the classes, exclusions, and limitations listed below.

**Unless otherwise specified in the Summary of Dental Plan Benefits**, Benefits may be divided into the following classes, and are subject to the exclusions and limitations listed below. **Please see the Summary of Dental Plan Benefits for the classification of Benefits, exclusions and limitations applicable under your Plan.**

A detailed list of the Benefits provided under your Plan is available upon request. All time limitations are measured either from the last date of service in any RLHICA plan or, at the request of your group, from the last date of service in any dental plan.

### Class I Benefits

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#### Diagnostic and Preventive Services

Services and procedures to evaluate existing conditions and/or to prevent dental abnormalities or disease. These services include evaluations (examinations), prophylaxes (cleanings), and fluoride treatments. These services are subject to the following exclusions and limitations:

- (i) Topical fluoride treatments are payable twice in a Benefit Year for Children, under age 14.
- (ii) Benefits for oral evaluations rendered as a consultation or exam are payable twice in any Benefit Year, whether provided under one or more RLHICA plans.
- (iii) Benefits for prophylaxes, including periodontal maintenance procedures are payable twice in any Benefit Year. Full mouth debridement will be payable once in the Certificate Holder's lifetime.
- (iv) Bitewing X-rays are payable once in any Benefit Year.
- (v) Benefits for space maintenance are payable once per lifetime, per area, for Children under the age of 14 years.
- (vi) RLHICA will not make payment for preventive control programs, including home care items, oral hygiene instructions, nutritional counseling, and

tobacco counseling and all charges for the same will be your responsibility.

- (vii) RLHICA will not make payment for tests and laboratory examinations (including, but not limited to cytology, bacteriology, pathology) and caries susceptibility tests and all charges for the same will be your responsibility.

## **Class II Benefits**

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### **Emergency Palliative Treatment**

Emergency treatment to temporarily relieve pain.

### **Radiographs (X-rays)/Diagnostic Imaging**

X-rays as required for routine care or as necessary for the diagnosis of a specific condition, subject to the following limitations:

- (i) Full mouth X-rays (which include bitewing X-rays) or a panoramic X-ray (with or without bitewing X-rays) are payable once in any five-year period.
- (ii) A serial listing of X-rays is paid as a full mouth series if the total fee equals or exceeds the fee for a complete series.
- (iii) Any supplemental films with a full mouth series are part of the complete procedure.
- (iv) Benefits for a cephalometric film, oral/facial images or diagnostic casts are not payable.
- (v) Benefits for posterior-anterior or lateral skull and facial bone survey, sialography, temporomandibular joint films (including arthrograms) or tomographic films are not payable.

### **Minor Restorative Services**

Minor restorative services to rebuild and repair natural tooth structure when damaged by disease or injury. These services include amalgam (silver) and resin (white) fillings, subject to the following exclusions and limitations:

- (i) Amalgam and composite resin restorations are payable once per tooth surface within a 24-month period regardless of the number of combination of restorations placed on a surface.
- (ii) RLHICA will not make payment for dentistry for aesthetic reasons and all charges for the same will be your responsibility.

### **Simple Extractions**

Simple extractions including local anesthesia, suturing, if needed, and routine post-operative care.

### **Sealants**

Sealants are payable only for the occlusal surface of first permanent molars to age nine and second permanent molars to age 14. The surface must be free from decay and restorations. Sealants are a benefit payable once in any three-year period.

### **Periodontal Maintenance Following Therapy**

Periodontal maintenance, following active periodontal therapy procedures along with benefits for prophylaxes, including periodontal maintenance procedures are payable twice in any Benefit Year. Full mouth debridement will be payable once in the Certificate Holder's lifetime.

### **Other Class II Benefits**

- (i) After hours visits, not to exceed once per Benefit Year.

## **Class III Benefits**

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### **Oral Surgery Services**

Extractions and dental surgery, including local anesthesia, suturing, if needed, and routine postoperative care subject to the following exclusions and limitations:

- (i) RLHICA will not make payment for the following services. All charges for the same will be your responsibility: correction of congenital or developmental malformations, cosmetic surgery, or dentistry for aesthetic reasons.
- (ii) RLHICA will not make payment for the following benefits. All charges for the same will be your responsibility:
  - prescription drugs
  - non-prescription drugs
  - premedications
  - localized delivery of chemotherapeutic agents
  - relative analgesia
  - non-intravenous conscious sedation
  - therapeutic drug injections
  - hospital visits
  - desensitizing medicaments and techniques
  - or behavior management
- (iii) RLHICA will not make payment for the following benefits and services. All charges for the same will

be your responsibility: any appliance or surgical procedure used to:

- (a) change vertical dimension
  - (b) restore or maintain occlusions
  - (c) replace tooth structure lost as a result of abrasion, attrition or erosion; and,
  - (d) splint or stabilize teeth for periodontal reasons
- (iv) RLHICA will not make payment for the following benefits and services. And all charges for the same will be your responsibility unless otherwise specified in the Summary of Dental Plan Benefits: appliances, restorations, X-rays or services for the diagnosis or treatment of temporomandibular disorders (TMD).
- (v) RLHICA will not make payment for the following benefits and services. And all charges for the same will be your responsibility: charges related to hospitalization or general anesthesia and/or intravenous sedation for restorative dentistry or surgical procedure unless a specified need is shown.

### Endodontic Services

The treatment of teeth with diseased or damaged nerves (for example, root canals), subject to the following exclusions and limitations:

- (i) Benefits for endodontic therapy, endodontic retreatment, and apicoectomy/periradicular services are payable once per tooth in 24 months.
- (ii) Benefits for root canal fillings on primary teeth are limited to primary teeth without succedaneous (replacement) teeth.
- (iii) RLHICA will not make payment for the following benefits and services. All charges for the same will be your responsibility: pulp caps, maxillofacial prosthetics or myofunctional therapy.

### Periodontic Services

The treatment of diseases of the gums and supporting structures of the teeth. These services are subject to the following exclusions and limitations:

- (i) Benefits for prophylaxes, including periodontal prophylaxes and oral evaluations are payable twice in any Benefit Year. Full mouth debridement will be payable once in the Certificate Holder's lifetime.

- (ii) Benefits for root planing and scaling are payable once per area in any two-year period.
- (iii) Periodontal surgery is payable once per area in any three-year period.
- (iv) RLHICA will not make payment for the following benefits and services. All charges for the same will be your responsibility: any appliance or surgical procedure used to:
  - (a) change vertical dimension
  - (b) restore or maintain occlusions
  - (c) replace tooth structure lost as a result of abrasions, attrition or erosion; and
  - (d) splint or stabilize teeth for periodontal reasons

### Major Restorative Services

Major restorative services, such as crowns, used when teeth cannot be restored with another filling material. These services are subject to the following exclusions and limitations:

- (i) Cast restorations (including crowns, onlays, veneers) and associated procedures such as cores and post substructures on the same tooth are payable once in any seven-year period.
- (ii) Porcelain, porcelain/ceramic substrate, porcelain/resin processed to metal, and cast restorations are not payable for Children less than 12 years of age.
- (iii) Benefits for core buildups, cast posts and cores, and prefabricated posts are limited to once per tooth.
- (iv) Inlays, regardless of the material used: RLHICA will pay only the applicable amount that it would have paid for resin-based composite restoration. You will be responsible for any additional charges.
- (v) RLHICA will not make payment for the following benefits and services. All charges for the same will be your responsibility. Any appliance or surgical procedure used to:
  - (a) change vertical dimension
  - (b) restore or maintain occlusions
  - (c) replace tooth structure lost as a result of abrasions, attrition or erosions; and,
  - (d) splint or stabilize teeth for periodontal reasons

### Prosthodontic Services

Services and appliances that replace missing natural teeth (such as bridges, partial dentures, and complete dentures): RLHICA will make payment for procedures to replace a missing tooth or teeth that were lost before employment

with this group, subject to the following exclusions and limitations:

- (i) One complete upper and one complete lower denture are Benefits once in any seven-year period for any individual.
- (ii) A partial denture, fixed bridge, or removable bridge and any associated services are payable once in any seven-year period.
- (iii) Fixed bridges and removable cast partials are not payable for Children less than 16 years of age.
- (iv) Benefits for tissue conditioning are payable twice per denture unit in any three-year period.
- (v) Endosteal implants are allowed once per tooth, per lifetime. RLHICA will not make payment if implant is placed within seven years following prosthodontic or major restorative services involving that tooth.
- (vi) RLHICA will not make payment for specialized implant surgical techniques, removal of implant, implant maintenance procedures, or implant repairs. All charges for the same will be the responsibility of the Certificate Holder unless otherwise specified in the Declarations Section.
- (vii) RLHICA will not make payment for the following benefits and services. All charges for the same will be your responsibility: temporary, provisional or interim prosthodontic appliances; precision or semi-precision attachments or myofunctional therapy.
- (viii) RLHICA will not make payment for the following benefits and services. All charges for the same will be your responsibility: any appliance or surgical procedure used to
  - (a) change vertical dimension
  - (b) restore or maintain occlusions
  - (c) replace tooth structure lost as a result of abrasions, attrition or erosion; and
  - (d) splint or stabilize teeth for periodontal reasons

### **Relines and Repairs**

Relines and repairs to bridges, removable bridges, partial dentures, and complete dentures. A reline or a complete replacement of denture base material is limited to once in any three-year period per appliance.

### **Other Class III Benefits**

- (i) Benefits for an occlusal guard are payable only once in any five-year period.
- (ii) Benefits for limited occlusal adjustments are payable once in a Benefit Year.
- (iii) Office visits during regularly scheduled hours are payable once per Benefit Year.
- (iv) RLHICA will not make payment for the following services. All charges for the same will be your responsibility: repair, relines, or adjustments of occlusal guards.
- (v) RLHICA will not make payment for the following benefits and services. All charges for the same will be your responsibility:
  - prescription drugs
  - non-prescription drugs
  - premedications
  - localized delivery of chemotherapeutic agents
  - relative analgesia
  - non-intravenous conscious sedation
  - therapeutic drug injections
  - hospital visits
  - desensitizing medicaments and techniques
  - behavior management
  - athletic mouthguards
  - house/extended care facility visit
  - mounted occlusal analysis
  - complete occlusal adjustment
  - enamel microabrasions
  - odontoplasty or bleaching

## **Class IV Benefits**

### **Orthodontic Services**

Services, treatment, and procedures to correct malposed teeth, subject to the following exclusions and limitations:

- (i) RLHICA's payment for orthodontic services (Class IV Benefits) will be limited to the lifetime maximum specified in the Summary of Dental Plan Benefits.
- (ii) Orthodontic Benefits are payable until you or your Eligible Dependent is greater than 19 years old, unless otherwise specified in the Summary of Dental Plan Benefits.
- (iii) If the treatment plan is terminated before completion of the case for any reason, RLHICA's obligation will cease with payment up to the date of termination.
- (iv) The Dentist may terminate treatment, with written notification to RLHICA and to the patient, for lack of patient interest and cooperation. In those cases, RLHICA's obligation for payment of Benefits ends

on the last day of the month in which the patient was last treated.

- (v) RLHICA will not make payment for the following benefits and services. All charges for the same will be your responsibility: lost, missing, or stolen appliances of any type and replacement or repair of an orthodontic appliance.

### **Other Benefits**

The Summary of Dental Plan Benefits lists any other Benefits that may have been selected.

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## **V. Accessing Your Benefits**

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### **To use your Plan, follow these steps:**

1. Please read this Certificate and the Summary of Dental Plan Benefits carefully to become familiar with the Benefits and provisions of your Plan.
2. Make an appointment with your Dentist and tell him or her that you have Benefits coverage with RLHICA through a Preferred Provider Policy. If the dental office needs a claim form, you may obtain one from your Personnel or Human Resources department. If you or your Dentist are not familiar with your Plan or have any questions regarding the Plan, have him or her contact RLHICA by writing Attention: Customer Services Department, P.O. Box 738, Greenwood, IN 46142 or by calling the toll-free number, 1-888-358-9484. All treatment plans exceeding \$200 in total charges should be submitted to RLHICA for a review and Predetermination of what services are covered under your Plan.
3. After receiving your dental treatment, you or the dental office staff will file a claim form, completing the information portion with:
  - a. The Certificate Holder's full name and address;
  - b. The Certificate Holder's Social Security number;
  - c. The name and date of birth of the person receiving dental care;
  - d. The group's name and number.
4. Written notice of claim must be given within 20 days after a covered loss starts or as soon as reasonably possible. The notice may be given to RLHICA at its home office or to RLHICA's agent.

Notice should include the name of the Certificate Holder and the group number.

RLHICA, upon receipt of a notice of claim, will furnish to you, the claimant, forms that are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice, you will be deemed to have complied with the requirements of this Plan as to proof of loss upon submitting, within the time frame for filing proofs of loss as described below, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

Written proof of loss must be given within 180 days after such loss. If it was not reasonably possible to give written proof in the time required, RLHICA shall not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than 1 year from the time specified unless the claimant was legally incapacitated.

Claims, adjustment requests, and completed information requests should be mailed to:

**RLHICA  
P.O. Box 17250  
Indianapolis, IN 46217**

After receiving written proof of loss, RLHICA will pay all Benefits due for Covered Services as soon as received and within 30 days. If applicable, failure to pay within that period shall entitle the Certificate Holder to interest at the state prescribed rate per annum from the 30<sup>th</sup> day. Interest less than one dollar (\$1) will not be paid.

Payment for services rendered is sent to the Certificate Holder and it is the Certificate Holder's responsibility to make full payment to the Dentist or directly to the Dentist if the Certificate Holder or Eligible Dependent has assigned Benefit payments to the Dentist who rendered Covered Services under this Plan.

Upon the payment of a claim under this Plan, any premium then due and unpaid or covered by any note or written order may be deducted therefrom.

If you file a claim for a Benefit that relates to a service that has already been rendered, and you receive notice of an Adverse Benefit Determination, RLHICA will notify you or your authorized representative of the Adverse Benefit Determination within a reasonable period of time, but not later than 30 days after receipt of the claim. RLHICA may extend this period by up to 15 days if RLHICA determines that the extension is necessary due to matters out of RLHICA's control.

If RLHICA determines that an extension is necessary, it will notify you before the end of the original 30 day period of the circumstances requiring the extension and the date by which RLHICA expects to render a decision. If such an extension is necessary because you did not submit all the information necessary to decide the claim, the notice of extension will specifically describe the additional information required. You will have at least 45 days to provide the requested information. If you deliver the information within the time specified, the 15-day extension period will begin after you provide the information.

**Note:** RLHICA recommends Predetermination before any services are rendered where the total charges will exceed \$200. You and your Dentist should review your Predetermination Notice before your Dentist proceeds with treatment. Once treatment is complete, the dates of service will be entered on the Predetermination Notice and the Predetermination Notice will be submitted to RLHICA for payment.

If you have any questions about your Plan, please check with your employer, organization, or plan administrator or you may call RLHICA's Customer Services Department toll-free at 1-888-358-9484. You may also write to RLHICA's Customer Services Department, P.O. Box 738, Greenwood, IN 46142. When writing to RLHICA, please include your name, the group's name and number, the Certificate Holder's Social Security number, and your daytime telephone number.

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## VI. Exclusions and Limitations

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### Exclusions

In addition to the exclusions listed above in the Benefits section, RLHICA will not make payment for the following benefits and services, and all charges for the same will be your responsibility, unless otherwise specified in the Summary of Dental Plan Benefits:

1. Services for injuries or conditions paid pursuant to Workers' Compensation or Employer's Liability laws. Benefits or services that are received from any government agency, political subdivision, community agency, foundation, or similar entity. NOTE: This provision does not apply to any programs provided under Title XIX Social Security Act, that is, Medicaid.

2. Services or appliances started prior to the date the person became eligible under this Plan., excluding orthodontic treatment
3. Charges for failure to keep a scheduled visit with the Dentist.
4. Charges for completion of forms or submission of claims.
5. Services for which no valid dental need can be demonstrated, that are specialized techniques, or that are investigational in nature as determined by the standards of generally accepted dental practice.
6. Treatment by other than a Dentist, except for services performed by a licensed dental hygienist under the scope of his or her license.
7. Those Benefits excluded by the policies and procedures of RLHICA, including the Processing Guidelines.
8. Services or supplies for which no charge is made, for which the patient is not legally obligated to pay or for which no charge would be made in the absence of RLHICA coverage.
9. Services or supplies received as a result of dental disease, defect, or injury due to an act of war, declared or undeclared.
10. Services that are generally covered under a hospital, surgical/medical, or prescription drug program.
11. Services that are not within the classes of Benefits that have been selected and are not in this Plan.

### Limitations

In addition to the limitations listed above in the Benefits section, the following limitations apply under this Plan, unless otherwise specified in the Summary of Dental Plan Benefits:

1. RLHICA's obligation for payment of Benefits ends on the last day of the month in which coverage is terminated under this Plan.
2. When services in progress are interrupted and completed later by another Dentist, RLHICA will review the claim to determine the amount of payment, if any, to each Dentist.
3. Care terminated due to the death of a Certificate Holder or Eligible Dependent will be paid to the limit of RLHICA's liability for the services completed or in progress.
4. The maximum Benefit payable in any one Benefit Year will be limited to the amount specified in the Summary of Dental Plan Benefits.

5. If a Plan Deductible amount is specified in the Summary of Dental Plan Benefits, RLHICA will not be obligated to pay for, in whole or in part, any services until the Deductible amount is met.
6. Processing Guidelines may limit payment.

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## VII. Questions and Answers

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### **May I choose any dentist?**

Yes, you are free to choose any Dentist, as long as the Dentist is licensed to practice dentistry in the state or country in which you receive care. Your out-of-pocket costs may be less if you use an In-Network Dentist rather than an Out-of-Network Dentist (see the question "How much of the dental bill do I pay" below for further details).

### **Will RLHICA send payment to the Dentist or will I receive payment?**

RLHICA will either send payment to you or directly to the Dentist if you have assigned Benefit payments to the Dentist who rendered Covered Services.

### **When does my dental coverage begin?**

See Waiting Period in the Summary of Dental Plan Benefits. The Plan will cover only those dental services received after you become eligible.

### **How much of the dental bill do I pay?**

It depends on whether your dentist is an In-Network Dentist or Out-of-Network Dentist.

### **Payment of Dental Bills When You See an In-Network Dentist:**

If your Dentist is an In-Network Dentist, the fee for services has already been agreed to between your dentist and RLHICA. In-Network Dentists accept these pre-negotiated fees as payment in full for the dental care provided. You will be responsible for paying the Dentist that percentage of the Allowed Amount listed in the "You Pay" chart of your Summary of Dental Plan Benefits for In-Network Dentists for the class of services rendered.

You are also responsible for any charges for optional treatment or specific exclusions/limitations of your Plan.

### **Payment of Dental Bills When You See an Out-of-Network Dentist:**

If your Dentist is an Out-of-Network Dentist, payment will be based upon the Allowed Amount, which [is a

periodically determined percentile of fees charged by a sample of Dentists of similar training within your geographic area, which is set forth in your Summary of Dental Plan Benefits] [are the pre-negotiated fees that In-Network Dentists have agreed to within your geographic area.]. You will be responsible for paying the Dentist that percentage of the Allowed Amount listed in the "You Pay" column of your Summary of Dental Plan Benefits for Out-of-Network Dentists for the class of services rendered. In addition, if the Submitted Amount for an Out-of-Network Dentist is more than the Allowed Amount, you are also responsible for paying the Dentist the difference between the Submitted Amount and the Allowed Amount.

You are also responsible for any charges for optional treatment or specific exclusions/limitations of your Plan.

### **Am I covered for all dental services?**

No, your Summary of Dental Plan Benefits describes the dental services that are covered by your Plan. Please read them carefully. The exclusions, limitations, and Processing Guidelines govern these covered dental services.

### **What if my spouse is covered by another plan?**

If you are covered by more than one dental plan, your out-of-pocket costs can be reduced or eliminated. Please see Section VIII. Coordination of Benefits. It is important to tell your Dentist about any other dental coverage so that claims are submitted properly.

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## VIII. Coordination of Benefits

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### **COORDINATION OF THE GROUP CONTRACTS BENEFITS WITH OTHER BENEFITS**

#### **A. APPLICABILITY**

1. This Coordination of Benefits ("COB") provision applies to This Plan when an employee or the employee's covered dependent has health care coverage under more than one Plan. "Plan" and "This Plan" are defined below.
2. If this COB provision applies, the order of benefit determination rules should be looked at first. These rules determine whether the Benefits of This Plan are determined before or after those of another plan. The Benefits of This Plan:
  - a. Shall not be reduced when, under the order of benefit determination rules, This Plan determines its Benefits before another plan; but

- b. May be reduced when, under the order of benefits determination rules, another plan determines its benefits first. The above reduction is described in Section D. “Effect on the Benefits of This Plan.”

## B. DEFINITIONS

1. **“Allowable Expense”** means a necessary, reasonable and customary item of expense for health care; when the item of expense is covered at least in part by one or more plans covering the person for whom the claim is made.

When a plan provides benefits in the form of services, the reasonable cash value of each service rendered will be considered both an Allowable Expense and a benefit paid.

2. **“Claim Determination Period”** means a calendar year. However, it does not include any part of a year during which a person has no coverage under This Plan, or any part of a year before the date this COB provision or a similar provision takes effect.
3. **“Plan”** is any of these which provides benefits or services for, or because of, medical or dental care or treatment:
  - a. Group insurance or group-type coverage, whether insured or uninsured. This includes prepayment, group practice or individual practice coverage. It also includes coverage other than school accident-type coverage.
  - b. Coverage under a governmental plan, or coverage required or provided by law. This does not include a state plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act, as amended from time to time). Each contract or other arrangement for coverage under a) or b) is a separate plan. Also, if an arrangement has two parts and COB rules apply only to one of the two, each of the parts is a separate plan.
4. **“This Plan”** is the part of the group contract that provides benefits for health care expenses.
5. **“Primary Plan/Secondary Plan:”** The order of benefit determination rules state whether This Plan is a Primary Plan or Secondary Plan as to another plan covering the person.

When This Plan is a Primary Plan, its Benefits are determined before those of the other plan and without considering the other plan’s benefits.

When This Plan is a Secondary Plan, its Benefits are determined after those of the other plan and may be reduced because of the other plan’s benefits.

When there are more than two plans covering the person, This Plan may be a Primary Plan as to one or more other plans, and may be a Secondary Plan as to a different plan or plans.

## C. ORDER OF BENEFIT DETERMINATION RULES

1. General. When there is a basis for a claim under This Plan and another plan, This Plan is a Secondary Plan which has its Benefits determined after those of the other plan, unless:
  - a. The other plan has rules coordinating its Benefits with those of This Plan; and
  - b. Both those rules and This Plan’s rules, in subsection 2) below, require that This Plan’s Benefits be determined before those of the other plan.
2. Rules. This Plan determines its order of Benefits using the first of the following rules which applies:
  - a. Non-Dependent/Dependent. The benefits of the plan which covers the person as an employee, member, or subscriber (that is, other than as a dependent) are determined before those of the plan which covers the person as a dependent; except that: if the person is also a Medicare beneficiary, and as a result of the rule established by Title XVIII of the Social Security Act and implementing regulations, Medicare is:
    - (i) Secondary to the plan covering the person as a dependent and;
    - (ii) Primary to the plan covering the person as other than a dependent (e.g., a retired employee), then the order of benefit determination is reversed so that the plan covering the person as an employee, member, subscriber or retiree is secondary and the other plan is primary.
  - b. Dependent Child/Parents not Separated or Divorced. Except as stated in Paragraph 2)(c) below, when This Plan and another plan cover



the same child as a dependent of different persons, called “parents:”

- (i) The benefits of the plan of the parent whose birthday falls earlier in a year are determined before those of the plan of the parent whose birthday falls later in that year; but
- (ii) If both parents have the same birthday, the benefits of the plan that covered the parents longer are determined before those of the plan that covered the other parent for a shorter period of time.

However, if the other plan does not have the rule described in (i) immediately above, but instead has a rule based upon the gender of the parent, and if, as a result, the plans do not agree on the order of Benefits, the rule in the other plan will determine the order of benefits.

- c. **Dependent Child/Parents Separated or Divorced.** If two or more plans cover a person as a dependent child of divorced or separated parents, Benefits for the child are determined in this order:
  - (i) First, the plan of the parent with custody of the child;
  - (ii) Then, the plan of the spouse of the parent with the custody of the child;
  - (iii) Then, the plan of the parent not having custody of the child; and
  - (iv) Then, the plan of the spouse of the parent not having custody of the child. If the other plan does not have this subsection and if, as a result, the plans do not agree on the order of benefits, this subsection shall be ignored.

However, if the specific terms of a court decree state that one of the parents is responsible for the health care expense of the child, and the entity obligated to pay or provide the benefits of the plan of that parent has actual knowledge of those terms, the benefits of that plan are determined first. The plan of the other parent shall be the Secondary Plan. This paragraph does not apply with respect to any Claim Determination Period or Plan

year during which any benefits are actually paid or provided before the entity has that actual knowledge.

If the specific terms of the court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the plans covering the child shall be subject to the order of benefit determination contained in subdivision 2)(b) of this section.

- d. **Active/Inactive Employee.** The benefits of a plan which covers a person as an employee who is neither laid off nor retired (or as that employee’s dependent) are determined before those of a plan which covers that person as a laid off or retired employee (or as that employee’s dependent). If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this Rule d) is ignored.
- e. **Continuation Coverage.** If a person whose coverage is provided under a right of continuation pursuant to federal law (*i.e.*, COBRA) or state law also is covered under another plan, the benefits of the plan covering the person as employee, member, or subscriber (or that person’s dependent) shall be determined before the Benefits under the continuation coverage. If the other plan does not have this rule and if, as a result, the plans do not agree on the order of benefits, this paragraph shall be ignored.
- f. **Longer/Shorter Length of Coverage.** If none of the above rules determines the order of benefits, the benefits of the plan which covered an employee, member, or subscriber longer are determined before those of the Plan which covered that person for the shorter term.

#### **D. EFFECT ON THE BENEFITS OF THIS PLAN**

- 1. **When This Section Applies.** This Section D. applies when, in accordance with Section C. “Order of Benefit Determination Rules,” This Plan is a Secondary Plan as to one or more other plans. In that event the Benefits of This Plan may be reduced under this section. Such other plan or plans are referred to as “the other plans” in 2) immediately below.
- 2. **Reduction in this Plan’s Benefits.** The Benefits of This Plan will be reduced when the sum of:

- a. The Benefits that would be payable for the Allowable Expense under This Plan in the absence of this COB provision; and
- b. The Benefits that would be payable for the Allowable Expenses under the other plans, in the absence of provisions with a purpose like that of this COB provision, whether or not claim is made; exceeds those Allowable Expenses in a Claim Determination Period. In that case, the Benefits of This Plan will be reduced so that they and the benefits payable under the other plans do not total more than those Allowable Expenses.

When the Benefits of This Plan are reduced as described above, each benefit is reduced in proportion. It is then charged against any applicable benefit limit of This Plan.

#### **E. RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION**

Certain facts are needed to apply these COB rules. RLHICA has the right to decide which facts it needs. It may get needed facts from or give them to any other organization or person. RLHICA need not tell, or get the consent of, any person to do this. Each person claiming Benefits under This Plan must give RLHICA any facts it needs to pay the claim.

#### **F. FACILITY OF PAYMENT**

A payment made under another plan may include an amount which should have been paid under This Plan. If it does, RLHICA may pay that amount to the organization which made that payment.

That amount will then be treated as though it were a benefit paid under This Plan. RLHICA will not have to pay that amount again. The term “payment made” includes providing Benefits in the form of services, in which case “payment made” means reasonable cash value of the Benefits provided in the form of services.

#### **G. RIGHT OF RECOVERY**

If the amount of the payments made by RLHICA is more than it should have paid under this COB provision, it may recover the excess from one or more of:

1. The persons it has paid or for whom it has paid;
2. Insurance companies; or
3. Other organizations.

The “amount of the payments made” includes the reasonable cash value of any benefits provided in the form of services.

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## **IX. Disputed Claims Procedure**

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If you receive notice of an Adverse Benefit Determination, and if you think that RLHICA incorrectly denied all or part of your claim, here are the steps you can take:

First, you or your Dentist should contact RLHICA’s Customer Services department and ask them to check the claim to make sure it was processed correctly. You may do this by calling the toll-free number, 1-888-358-9484 and speaking to a telephone advisor. You may also mail your inquiry to the Customer Services Department at P.O. Box 738, Greenwood, IN 46142. When writing, please enclose a copy of your Explanation of Benefits and describe the problem. Be sure to include your name, telephone number, the date, and any information you would like considered about your claim. This inquiry is not required and should not be considered a formal request for review of a denied claim. RLHICA provides this opportunity for you to describe problems and submit explanatory information that might indicate your claim was improperly denied and allow RLHICA to correct this error quickly and without delay.

If your claim is still denied, you can submit your claim for a formal review through the Disputed Claims Procedure. Send your request in writing and mail it certified mail, return receipt requested, to:

**Dental Director  
RLHICA  
P.O. Box 738  
Greenwood, IN 46142**

You may also contact the Consumer Services Division of the Arkansas Department of Insurance, 1200 W. Third Street, Little Rock, AR 72201-1904.

Please include your name and address, the Certificate Holder's Social Security number, the reason you believe the claim was wrongly denied, and any other information you would like considered about the claim.

Please refer to the Disputed Claims Procedures Addendum for a complete description of the procedures applicable to

your claim and your right to appeal if your initial claim is denied.

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## **X. Termination of Coverage**

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RLHICA must give your employer at least 45 days' advance notice of cancellation, expiration, nonrenewal, or change in rates. In the event RLHICA chooses to terminate the Plan due to nonpayment of premium, RLHICA will give your employer or organization notice of the termination within 45 days after the premium due date. The effective date of such termination shall be the first day of the period for which the premium is due.

Your RLHICA coverage may be automatically terminated:

- When your employer or organization advises RLHICA to terminate your coverage.
- On the last day of the month for which your employer or organization has failed to pay RLHICA, or for any other reason stated in the Plan.

In no event will eligibility for any person covered under this program continue beyond the date RLHICA is advised by your employer or organization to terminate eligibility.

A person whose eligibility is terminated may transfer to an individual direct payment contract with RLHICA. Please contact RLHICA to obtain further information.

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## **XI. Continuation of Coverage**

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### **A. Loss of Eligibility During Treatment**

1. If you and/or an Eligible Dependent lose eligibility while receiving dental treatment, only those Covered Services received while that individual was eligible under the Plan will be payable.
2. Certain procedures begun before the loss of eligibility may be covered if the services were completed within a 60-day period measured from the date of termination. In those cases, RLHICA evaluates those services in progress to determine what portion may be paid by RLHICA. The balance of the total fee is your responsibility.

### **B. Continuation of Coverage – Disabled Dependent Children**

Other provisions of the Plan notwithstanding, a Child's attainment of the Limiting Age does not terminate his or her eligibility if the Child is both:

1. incapable of self-sustaining employment because of mental or physical condition; and,
2. chiefly dependent upon the Certificate Holder for support and maintenance.

### **C. Continuation Coverage**

If you believe you are eligible for Continuation Coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), or other federal law, please contact your employer, organization, or plan administrator.

### **D. Continuation Coverage – Death of Insured**

Upon the death of the insured, coverage for Eligible Dependents (if any) shall continue for a period of 90 days, subject to the termination provisions found in Section III or Section X of this Plan.

### **E. Continuation Coverage – Eligible Dependents**

Eligible Dependents may elect to continue the Benefits under this policy in the event of divorce, retirement or death of the Certificate Holder. To elect coverage, Eligible Dependents should contact the Certificate Holder's employer or group administrator immediately following the occurrence of one of the above-mentioned events.

### **F. Continuation Coverage – Total Disability**

In the event this Plan is discontinued for any reason, the Benefits paid pursuant to this Plan shall continue for a period of 90 days in the event of total disability (on the date of such discontinuance) of the Certificate Holder or an Eligible Dependent.

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## **XII. General Conditions**

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### **Change of Status**

You must notify RLHICA through your employer or organization, of any event causing a change in the status of an Eligible Dependent. Events that can affect the status of an Eligible Dependent include, but are not limited to, marriage, birth, death, divorce, and entrance into military service.

**Note:** This Certificate and your Plan are subject to change if, in the future, federal and state privacy laws and regulations require RLHICA or your employer or organization to comply with such laws and regulations. Should any such change to your Certificate or Plan be necessary by law, you will receive written notice from RLHICA informing you of the reasons for any change to your Certificate or Plan and the process by which you will receive an amended Certificate.

## **Assignment**

Services and/or Benefit payments to you or an Eligible Dependent are for the personal benefit of you or an Eligible Dependent and cannot be transferred or assigned. Notwithstanding any other provision of this Plan, however, you or an Eligible Dependent may assign Benefit payments to the Dentist who rendered Covered Services under this Plan.

## **Subrogation**

If RLHICA pays a claim for which another person or company is liable, RLHICA has the right to recover its payment from the other person or company.

## **Obtaining and Releasing Information**

While you are covered by RLHICA, you agree to provide RLHICA with any information it needs to process your claims and administer your Benefits. This includes allowing RLHICA to have access to your dental records.

## **Dentist-Patient Relationship**

You and your Eligible Dependents have the freedom to choose any Dentist. Each Dentist maintains the dentist-patient relationship with the patient and is solely responsible to the patient for dental advice and treatment and any resulting liability.

## **Late Claims Submission**

RLHICA will not honor and no payment will be made for services if a claim for those services has not been received by RLHICA within one year from the date the services were completed.

## **Change of Certificate or Plan**

No agent has the authority to change any provisions in this Certificate or the provisions of the Plan on which it is based. No changes to this Certificate or the underlying Plan are valid unless approved in writing by RLHICA.

**Note:** This Certificate and your Plan are subject to change if, in the future, federal and state privacy laws and regulations require RLHICA or your employer or organization to comply with such laws and regulations. Should any such change to your Certificate or Plan be necessary by law, you will receive written notice from RLHICA informing you of the reasons for any change to your Certificate or Plan and the process by which you will receive an amended Certificate or the amended section of your Certificate.

## **Actions**

No civil action may be brought to recover on this Certificate prior to the expiration 60 days after written proof of loss has been furnished in accordance with the requirements of this Certificate. No such action may be brought after the expiration of three years after the time written proof of loss is required to be given.

## **Representations**

In the absence of fraud, all statements made by your employer or organization or by the individuals insured, shall be deemed to be representations and not warranties. No such statement shall be used in defense to a claim under this Policy, unless it is contained in a written application.

## Employer Application and Agreement

Please take a moment to complete this form. We will consider it along with your group's experience, enrollment data and any other applicable information, as your application to Renaissance Life & Health Insurance Company of America or Renaissance Health Insurance Company of New York (Renaissance).

- Coverage or administration for your group will not start until you receive approval in writing from Renaissance.
- Absence of written approval does not imply acceptance.
- There may be minimum enrollment requirements.
- Rates are subject to change based on final enrollment data and any program design changes.

If you have any questions regarding this application or Renaissance, please feel free to contact your Renaissance representative.

(Shaded areas are for Renaissance use only)

Group Number \_\_\_\_\_

Group Name \_\_\_\_\_

Requested Effective Date \_\_\_\_\_ Renewal Date \_\_\_\_\_

Amount paid by Employer for: Employee Coverage \_\_\_\_\_ Dependent Coverage \_\_\_\_\_

Can employees opt out of dental plan? ☐ Yes ☐ No Is there a Section 125 Plan in place? ☐ Yes ☐ No

Are any classes excluded? ☐ Yes ☐ No or Is this a Management Carve-out? ☐ Yes ☐ No

If yes, explain \_\_\_\_\_

Number of Eligible Employees \_\_\_\_\_ Number of Employees Enrolling \_\_\_\_\_

**New Employee Waiting Period:** (check one) ***Waived at initial enrollment?*** ☐ Yes ☐ No

☐ First of the month following \_\_\_\_\_ days **OR** ☐ First day following \_\_\_\_\_ days **OR** ☐ Date of Hire

**Tax Identification Number** \_\_\_\_\_

Group Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone ( ) \_\_\_\_\_ Fax Number ( ) \_\_\_\_\_

Billing Address (if different from above) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Group Officer Mr. Ms. Dr. \_\_\_\_\_ Title \_\_\_\_\_

Group Contact Mr. Ms. Dr. \_\_\_\_\_ Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Send materials to \_\_\_\_\_

Type of Industry \_\_\_\_\_

NAICS Code \_\_\_\_\_

Previous Carrier    ☐ None    ☐ Yes (indicate carrier) \_\_\_\_\_

Enrollment by    ☐ Form    ☐ Electronic Media (specify) \_\_\_\_\_

Standard Materials include Certificate, Summary, and ID Cards

Other materials requested \_\_\_\_\_  
(additional charges may apply)

Definition of Subscriber (for example: "All full-time employees working at least 25 hours per week.")  
\_\_\_\_\_  
\_\_\_\_\_

Annual Open Enrollment:    ☐ Policy anniversary date    ☐ Other \_\_\_\_\_

**BENEFITS**

Benefit Plan Type:    ☐ Classic    ☐ Table of Allowances (attach table)    ☐ Preferred Provider (PPO)

	Classic Fee For Service	Preferred Provider (PPO)	
		<u>In-Network</u>	<u>Out-of-Network</u>
(Please attach copy of proposal)			
Diagnostic & Preventive	_____	_____	_____
Sealants	_____	_____	_____
Basic Benefits	_____	_____	_____
Endodontics	_____	_____	_____
Periodontics	_____	_____	_____
Complex Oral Surgery	_____	_____	_____
Major Restorative	_____	_____	_____
Prosthodontics	_____	_____	_____
Implants	_____	_____	_____
Orthodontics (optional)	_____	_____	_____

Annual Maximum \$ \_\_\_\_\_ Allowed Amount Percentile \_\_\_\_\_

Orthodontic Age Limit    ☐ Standard (19)    ☐ Other \_\_\_\_\_

Orthodontic Lifetime Maximum Amount \$ \_\_\_\_\_

Deductible: \$ \_\_\_\_\_ per person per year limited to a maximum of \$ \_\_\_\_\_ per family per year

Benefit Year:    ☐ Calendar Year    ☐ Contract Year

Deductible is Applicable to    ☐ All Services    ☐ All Services Except \_\_\_\_\_

[VISION:    Enhanced Plan:    ☐ Yes    ☐ No    Plus Plan:    ☐ Yes    ☐ No]

**RATES PER SUBSCRIBER PER MONTH**(check one) ☐ 1 Tier ☐ 2 Tier ☐ 3 Tier ☐ 4 Tier

Tier Description

Dental Rates

[ Vision Rates

_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

ERISA Information Schedule A (Form 5500) required? ☐ Yes ☐ No**REPORTS REQUIRED (additional charges may apply)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SPECIAL INSTRUCTIONS**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**AGREEMENT AND RECEIPT**

The undersigned employer hereby adopts and subscribes to the terms and provisions in the application and to the terms and provisions of the contract of which this application becomes a part. It is agreed that the employer has 15 days from the date of delivery of the contract to return the contract to Renaissance's corporate headquarters for a full refund. If the employer exercises this right, the contract will terminate on the effective date as if no coverage or administrative services were ever in force, and all money received will be returned. This application is subject to approval, refusal, or modification in accordance with Renaissance's guidelines. Misrepresentation or fraud will cause this application and subsequent contract to be null and void from the start. Any person, who knowingly and with intent to injure, defraud, or deceive any insurer, or files a statement of claim or an application containing false, incomplete, or misleading information is guilty of a felony of the third degree. **Arkansas: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.**

Check # \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ to be applied as a credit toward the payment of the first month's premium on the proposed Renaissance program for which application is made. In case application is not accepted by Renaissance, the payment indicated here will be returned.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ at \_\_\_\_\_

Signature of Authorized Group Official \_\_\_\_\_ Title \_\_\_\_\_

Signature of Agent \_\_\_\_\_ Lic. # \_\_\_\_\_ State \_\_\_\_\_

Signature of Renaissance Representative \_\_\_\_\_

**FOR AGENTS ONLY**

Agent Name \_\_\_\_\_

Agency Name \_\_\_\_\_

Agent License Number \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Telephone (     ) \_\_\_\_\_ Fax number (     ) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

New Agent/Agency? ☐ Yes ☐ No If yes, attach New Agent Documentation

Commission: ☐ Standard Split: ☐ 50/50 ☐ Other (please indicate) \_\_\_\_\_

2<sup>nd</sup> Agent Name (if applicable) \_\_\_\_\_

Agency Name \_\_\_\_\_

Agent License Number \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Telephone (     ) \_\_\_\_\_ Fax number (     ) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

New Agent/Agency? ☐ Yes ☐ No If yes, attach New Agent Documentation

General Agent (if applicable) \_\_\_\_\_



State: *Arkansas*

Filing Company: Renaissance Life & Health Insurance Company of America State Tracking Number: 40026

*Company Tracking Number:*

*TOI: H10G Group Health - Dental*

*Sub-TOI:* *H10G.000 Health - Dental*

*Product Name:* *Group Dental PPO Product*

*Project Name/Number:* \_\_\_\_\_ / \_\_\_\_\_

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: RENA-125770181 State: Arkansas  
Filing Company: Renaissance Life & Health Insurance Company State Tracking Number: 40026  
of America  
Company Tracking Number:  
TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental  
Product Name: Group Dental PPO Product  
Project Name/Number: /

## Supporting Document Schedules

**Satisfied -Name:** Certification/Notice **Review Status:** Approved-Closed 08/27/2008  
**Comments:**  
**Attachments:**  
AR Readability Certification.pdf  
PPO Certification of Compliance 0808.pdf

**Bypassed -Name:** Application **Review Status:** Approved-Closed 08/27/2008  
**Bypass Reason:** This is an refile with revisions of a previously approved filing. Serff No. RENA-125151710,  
Approved May 14, 2007.  
**Comments:**

**Satisfied -Name:** D-AR-001A Highlighted Changes **Review Status:** Approved-Closed 08/27/2008  
**Comments:**  
**Attachment:**  
D-AR-001A V3 0808 Employer Application and Agreement Highlighted Chgs.pdf

**Satisfied -Name:** D-200A-AR Redlined **Review Status:** Approved-Closed 08/27/2008  
**Comments:**  
**Attachment:**  
D-200A-AR PPO Redlined.pdf

**Satisfied -Name:** D-AR-0412A Redlined **Review Status:** Approved-Closed 08/27/2008  
**Comments:**  
**Attachment:**  
D-AR-0412A Cert Redlined.pdf

State: *Arkansas*

Filing Company: Renaissance Life & Health Insurance Company of America State Tracking Number: 40026

*Company Tracking Number:*

*TOI: H10G Group Health - Dental*

*Sub-TOI:* *H10G.000 Health - Dental*

*Product Name:* *Group Dental PPO Product*

Project Name/Number: /

**Review Status:**

**Satisfied -Name:** AR DOI Revision Letter

Approved-Closed

08/27/2008

**Comments:**

**Attachment:**

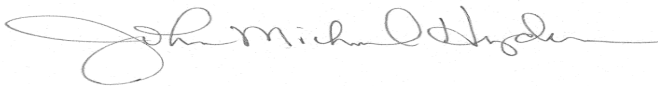
AR DOI Revision Letter.pdf

**STATE OF ARKANSAS**  
**READABILITY CERTIFICATION**

Company Name: Renaissance Life & Health Insurance Company of America

I hereby certify, that the form(s) listed below has (have) the following readability score(s) as calculated by the Flesch Reading Ease Test.

Form Number	Score
D-200A-AR	40.4
D-AR-0412A V2	41.1



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John-Michael Hyden, Esq.  
Director, Renaissance Administration

August 21, 2008  
Date

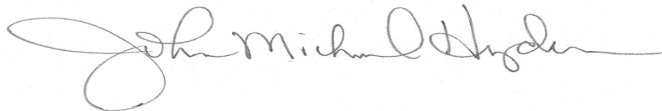
**STATE OF ARKANSAS**  
**CERTIFICATION OF COMPLIANCE**

Company Name: Renaissance Life & Health Insurance Company of America

Form Titles: Group Dental Indemnity Policy  
Arkansas Group Dental Insurance Certificate  
Declarations Section Pages – 2 Versions  
Employer Application and Agreement

Form Numbers: D-200A-AR  
D-AR-0412A V2  
D-AR-001A V3

I hereby certify that to the best of my knowledge and belief, the above forms and submission complies with Reg. 19, as well as the other laws and regulations of the State of Arkansas.



---

John-Michael Hyden, Esq.  
Director, Renaissance Administration

August 20, 2008  
Date

## Employer Application and Agreement

Please take a moment to complete this form. We will consider it along with your group's experience, enrollment data and any other applicable information, as your application to Renaissance Life & Health Insurance Company of America or Renaissance Health Insurance Company of New York (Renaissance).

- Coverage or administration for your group will not start until you receive approval in writing from Renaissance.
- Absence of written approval does not imply acceptance.
- There may be minimum enrollment requirements.
- Rates are subject to change based on final enrollment data and any program design changes.

If you have any questions regarding this application or Renaissance, please feel free to contact your Renaissance representative.

(Shaded areas are for Renaissance use only)

Group Number \_\_\_\_\_

Group Name \_\_\_\_\_

Requested Effective Date \_\_\_\_\_ Renewal Date \_\_\_\_\_

Amount paid by Employer for: Employee Coverage \_\_\_\_\_ Dependent Coverage \_\_\_\_\_

Can employees opt out of dental plan? ☐ Yes ☐ No Is there a Section 125 Plan in place? ☐ Yes ☐ No

Are any classes excluded? ☐ Yes ☐ No or Is this a Management Carve-out? ☐ Yes ☐ No

If yes, explain \_\_\_\_\_

Number of Eligible Employees \_\_\_\_\_ Number of Employees Enrolling \_\_\_\_\_

**New Employee Waiting Period:** (check one)

***Waived at initial enrollment?*** ☐ Yes ☐ No

☐ First of the month following \_\_\_\_\_ days **OR** ☐ **First day following** \_\_\_\_\_ days **OR** ☐ **Date of Hire**

**Tax Identification Number** \_\_\_\_\_

Group Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone ( ) \_\_\_\_\_ Fax Number ( ) \_\_\_\_\_

Billing Address (if different from above) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Group Officer Mr. Ms. Dr. \_\_\_\_\_ Title \_\_\_\_\_

Group Contact Mr. Ms. Dr. \_\_\_\_\_ Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Send materials to \_\_\_\_\_

Type of Industry \_\_\_\_\_

NAICS Code \_\_\_\_\_

Previous Carrier    ☐ None    ☐ Yes (indicate carrier) \_\_\_\_\_

Enrollment by    ☐ Form    ☐ Electronic Media (specify) \_\_\_\_\_

Standard Materials include Certificate, Summary, and ID Cards

Other materials requested \_\_\_\_\_  
(additional charges may apply)

Definition of Subscriber (for example: "All full-time employees working at least 25 hours per week.")  
\_\_\_\_\_  
\_\_\_\_\_

Annual Open Enrollment:    ☐ Policy anniversary date    ☐ Other \_\_\_\_\_

**BENEFITS**

Benefit Plan Type:    ☐ Classic    ☐ Table of Allowances (attach table)    ☐ Preferred Provider (PPO)

	Classic Fee For Service	Preferred Provider (PPO)	
		<u>In-Network</u>	<u>Out-of-Network</u>
(Please attach copy of proposal)			
Diagnostic & Preventive	_____	_____	_____
Sealants	_____	_____	_____
Basic Benefits	_____	_____	_____
Endodontics	_____	_____	_____
Periodontics	_____	_____	_____
Complex Oral Surgery	_____	_____	_____
Major Restorative	_____	_____	_____
Prosthodontics	_____	_____	_____
Implants	_____	_____	_____
Orthodontics (optional)	_____	_____	_____

Annual Maximum \$ \_\_\_\_\_ Allowed Amount Percentile \_\_\_\_\_

Orthodontic Age Limit    ☐ Standard (19)    ☐ Other \_\_\_\_\_

Orthodontic Lifetime Maximum Amount \$ \_\_\_\_\_

Deductible: \$ \_\_\_\_\_ per person per year limited to a maximum of \$ \_\_\_\_\_ per family per year

Benefit Year:    ☐ Calendar Year    ☐ Contract Year

Deductible is Applicable to    ☐ All Services    ☐ All Services Except \_\_\_\_\_

[VISION:    Enhanced Plan:    ☐ Yes    ☐ No    Plus Plan:    ☐ Yes    ☐ No]

**RATES PER SUBSCRIBER PER MONTH**(check one) ☐ 1 Tier ☐ 2 Tier ☐ 3 Tier ☐ 4 Tier

Tier Description

Dental Rates

[ **Vision Rates**

_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____]

ERISA Information Schedule A (Form 5500) required? ☐ Yes ☐ No**REPORTS REQUIRED (additional charges may apply)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SPECIAL INSTRUCTIONS**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**AGREEMENT AND RECEIPT**

The undersigned employer hereby adopts and subscribes to the terms and provisions in the application and to the terms and provisions of the contract of which this application becomes a part. It is agreed that the employer has 15 days from the date of delivery of the contract to return the contract to Renaissance's corporate headquarters for a full refund. If the employer exercises this right, the contract will terminate on the effective date as if no coverage or administrative services were ever in force, and all money received will be returned. This application is subject to approval, refusal, or modification in accordance with Renaissance's guidelines. Misrepresentation or fraud will cause this application and subsequent contract to be null and void from the start. Any person, who knowingly and with intent to injure, defraud, or deceive any insurer, or files a statement of claim or an application containing false, incomplete, or misleading information is guilty of a felony of the third degree. **Arkansas: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.**

Check # \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ to be applied as a credit toward the payment of the first month's premium on the proposed Renaissance program for which application is made. In case application is not accepted by Renaissance, the payment indicated here will be returned.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ at \_\_\_\_\_

Signature of Authorized Group Official \_\_\_\_\_ Title \_\_\_\_\_

Signature of Agent \_\_\_\_\_ Lic. # \_\_\_\_\_ State \_\_\_\_\_

Signature of Renaissance Representative \_\_\_\_\_



**FOR AGENTS ONLY**

Agent Name \_\_\_\_\_

Agency Name \_\_\_\_\_

Agent License Number \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Telephone (     ) \_\_\_\_\_ Fax number (     ) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

New Agent/Agency? ☐ Yes ☐ No If yes, attach New Agent Documentation

Commission: ☐ Standard Split: ☐ 50/50 ☐ Other (please indicate) \_\_\_\_\_

2<sup>nd</sup> Agent Name (if applicable) \_\_\_\_\_

Agency Name \_\_\_\_\_

Agent License Number \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Telephone (     ) \_\_\_\_\_ Fax number (     ) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

New Agent/Agency? ☐ Yes ☐ No If yes, attach New Agent Documentation

General Agent (if applicable) \_\_\_\_\_



**Renaissance**<sup>SM</sup>

Life & Health Insurance Company of America

## **Renaissance PPO**

### **Group Dental PPO Policy**

| [P.O. Box 738 • Greenwood, Indiana 46142 • 800-745-7509 • www.renaissancefamily.com](mailto:Renaissance@P.O.Box738GreenwoodIndiana46142)

| D-200A-[AR](#)

06/2008

# RENAISSANCE PPO

**Deleted:** 260 West Main Street • Suite  
215 • Hendersonville, Tennessee 37075 •  
800-886-3908 •  
[www.renaissancefamily.com](http://www.renaissancefamily.com)¶  
Section Break (Next Page)

## GROUP DENTAL PPO POLICY

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This Policy is a legal contract between the policy owner and the insurer. **Read your Policy carefully.**

[Renaissance Life & Health Insurance Company of America \(Underwriting Entity\)](#)  
[Attn: Renaissance Administration](#)  
[P.O. Box 30381](#)  
[Lansing, Michigan 48909-7881](#)  
[Administrative Direct Line: 1-800-745-7509](#)  
[Customer Service Direct Line: 1-888-358-9484](#)

**Important Cancellation Information – Please Read The Provision Entitled, “Term And Termination,” Found On Page “16”.**

**Deleted:** Underwritten by: Renaissance  
Life & Health Insurance Company of  
America¶  
P.O. Box 30381¶  
Lansing, Michigan 48909-7881¶  
1-800-745-7509¶

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Policy

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## Section II. Definitions

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- A. **Allowed Amount** – means the maximum dollar amount RLHICA will base Benefit payment upon for any Covered Service. For services rendered by In-Network Dentist, the Allowed Amount are pre-negotiated fees that the provider has agreed to accept as payment in full. For services rendered by Out-of-Network Dentist, RLHICA determines the Allowed Amount based upon treatment rendered and [a periodically determined percentile of fees charged by a sample of Dentist of similar training within your geographic area, which is set forth in the Declarations Section ] [the pre-negotiated fees agreed to by In-Network Dentists in your geographic area].
- If the Allowed Amount method for Benefit payment has been selected by the Policyholder, it will be indicated in the Declarations Section.
- B. **Benefit Year** – means the calendar year, unless the Policyholder elects the Policy Year to serve as the Benefit Year. The Benefit Year is specified in the Declarations Section.
- C. **Benefits** – means payment for dental services that have been selected under the Policy.
- D. **Certificate Holder** – means all people who:
1. render service to the Policyholder as employees; and
  2. are certified as being eligible by the Policyholder; and
  3. receive compensation from the Policyholder; and
  4. are members of the group specified in the Declarations Section; or
  5. are retirees of the Policyholder subject to items 2 and 4 above and specified as eligible in the Declarations Section.
- E. **Child** – means the Certificate Holder’s natural children, stepchildren, adopted children, or foster children placed in the foster home; children by virtue of legal guardianship during the waiting period for legal adoption or guardianship.
- F. **Coinsurance** – means the percentage of the Allowed Amount for Covered Services that the Certificate Holder must pay toward treatment.
- G. **Copayment** – means the dollar amount that the Certificate Holder must pay toward treatment.
- H. **Covered Services** – means the unique dental services selected for benefits as described in the Declarations Section and subject to the terms and conditions of this Policy.
- I. **Deductible** – means the amount an individual and/or a family must pay toward Covered Services before RLHICA begins paying for services under this Policy. If the Policyholder has selected a Deductible, it will be indicated in the Declarations Section.
- J. **Dentist** – means a person licensed to practice dentistry in the state or country in which dental services are rendered.
- K. **Eligible Dependent** – means (a) the Certificate Holder’s legal spouse and (b) any other dependents who meet the criteria for eligibility set forth in the Declarations Section. If dependent coverage has been selected, it will be included in the Declarations Section.
- L. **Employee** – means a nonseasonal person who works on a full-time basis with a normal work week of 30 or more hours and who is otherwise eligible for coverage, but does not include a person who works on a part-time, temporary, or substitute basis.
- M. **In-Network Dentist** – means a preferred provider Dentist that has entered into a contract to provide Covered Services for pre-negotiated fees that the Dentist has agreed to accept as payment in full. A current list of In-Network Dentists will be provided to each Certificate Holder.

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- N. Limiting Age** – means the age at which a Child of the Certificate Holder is no longer eligible for dental Benefits under this Policy. A Child who has reached the end of the calendar year of his or her 19<sup>th</sup> birthday has attained the Limiting Age.
- O. Maximum Payment** – means the maximum dollar amount RLHICA will pay in any Benefit Year or lifetime for Covered Services. The Maximum Payment is specified in the Declarations Section.
- P. Open Enrollment** – unless otherwise indicated in the Declarations Section, means the period of time an eligible person may enroll to receive dental benefits.
- Q. Out-of-Network Dentist** – means a Dentist that has not entered into a contract to provide Covered Services for pre-negotiated fees.
- R. Policy** – means this document, including, if applicable, any appendices, supplements, riders, successor agreements, or renewals now or hereafter issued or executed.
- S. Policyholder** – means the employer, organization, or plan sponsor who holds the contract with the insurer.
- T. Policy Year** – means the 12-month period beginning on the first effective date of the Policy and each 12-month renewal period thereafter.
- U. Processing Guidelines** – RLHICA’s policies and guidelines used for Predetermination and payment of claims. The Processing Guidelines are based, in part, on coding definitions established by the American Dental Association, and may be amended from time to time. The Processing Guidelines are available upon request.
- V. Rate** – means the amount, per Certificate Holder and Certificate Holder class, the Policyholder agrees to pay RLHICA each month. This amount, or the information necessary to compute it, is specified in the Declarations Section.
- W. RLHICA** – means Renaissance Life and Health Insurance Company of America, a life, accident, and health insurer that underwrites health benefit programs.
- X. Renaissance PPO** – means Renaissance’s national preferred provider organization that can reduce the out-of-pocket expenses for an eligible person if they receive care from one of Renaissance’s PPO Dentist.
- Y. Submitted Amount** – means the fee a Dentist bills to RLHICA for a specific treatment.

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### ***Section III. Eligibility for Coverage***

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#### **A. General Eligibility Rules**

1. No person will be eligible for dental Benefits under this Policy unless the Policyholder has either currently enrolled that person as a Certificate Holder or currently listed or acknowledged that person as an Eligible Dependent and unless the enrollment or listing is allowed under this Policy.
2. Unless the eligibility requirements stated in the Declarations Section are different, an Eligible Dependent is:
  - a. The legal spouse of the Certificate Holder; or
  - b. An unmarried or never married Child of the Certificate Holder who has not yet reached the end of the calendar year of his or her 19<sup>th</sup> birthday; or
  - c. A unmarried or never married Child of the Certificate Holder who has not yet reached his or her 25<sup>th</sup> birthday, so long as the Child is (1) dependent upon the Certificate Holder for support and (2) is a full-time or part-time student; or,
  - d. An unmarried or never married Child of the Certificate Holder or the Certificate Holder’s legal spouse if, pursuant to a court decree, the Certificate Holder or the Certificate Holder’s legal spouse is financially responsible for the medical, health, or dental care of the Child; or

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- e. An unmarried or never married Child of the Certificate Holder who has reached the end of the calendar year of his or her 19<sup>th</sup> birthday and is both (1) incapable of self-sustaining employment by reason of a mental or physical condition and (2) chiefly dependent upon the Certificate Holder for support and maintenance. In the event that RLHICA denies a claim under this Policy for the reason that the Child has attained the Limiting Age for dependent children, the Certificate Holder has the burden of establishing that the Child continues to meet the two criteria specified above. If requested by RLHICA, the Certificate Holder shall submit medical reports confirming that the Child meets the two criteria specified above.
- 3. No person will be eligible for orthodontic Benefits under this Policy unless Class IV Benefits are selected in the Declarations Section and, even if Class IV Benefits are selected, no person will be eligible for orthodontic Benefits after the end of the calendar year of his or her 19<sup>th</sup> birthday, unless specified in the Declarations Section.

## B. Effective Date of Eligibility

- 1. **Initial effective date:** All Certificate Holders on the effective date of this Policy are immediately eligible for dental Benefits. If dependents of the Certificate Holders are covered by this Policy, their eligibility commences on the same date as the Certificate Holders'.
- 2. **After the initial effective date:** For all Certificate Holders (and their Eligible Dependents, if specified in this Policy) not associated with the Policyholder on the initial effective date of this Policy, eligibility for dental Benefits will begin, unless stated otherwise, on the first day of the month following whichever of the following dates is applicable:
  - a. Newly hired or rehired employees: The date for which employment compensation begins or, if applicable, that date plus the number of days specified as a waiting period in the Declarations Section.
  - b. Spouse: Date of marriage.
  - c. Newborn: Eligibility for dental Benefits begins on the Child's actual date of birth, including conditions due to congenital malformation. A notice of birth together with the additional premium must be submitted to us within 90 days after the date of birth in order to continue coverage beyond the 90-day period.
  - d. Foster children, legal adoptions or guardianships: Eligibility for dental Benefits begins on the date the Child is placed in the foster home or with the Certificate Holder; then this Child will be covered on the same basis as a natural child. A Child adopted on or after the Insured's effective date will be covered from the date of the filing of a petition for adoption if the Insured applies for coverage within 60 days after the filing of the petition for adoption. However, the coverage shall begin from the moment of birth if the petition for adoption and application for coverage is filed within 60 days after the birth of the Child. Coverage for an adopted Child shall terminate upon the dismissal or denial of a petition for adoption.
  - e. Stepchild: Date that the Child's natural parent becomes a dependent eligible for dental Benefits.
  - f. All others: Date that RLHICA approves in writing the enrollment or listing of those people, unless compelled by a court or administrative order to provide health benefit plan coverage for a Child or Eligible Dependent.

Once eligible, Certificate Holders and their Eligible Dependents must enroll for coverage under this Policy within 30 days from the date upon which such Certificate Holder or Eligible Dependent becomes eligible for dental Benefits under the terms of Section III. B. immediately above or as outlined in the Declarations section. A Certificate Holder properly enrolls for coverage by completing all enrollment forms required by RLHICA, and submitting such forms to the Policyholder. If the Certificate Holder or Eligible Dependent does not properly enroll for coverage within 30 days from the date upon which he/she becomes eligible for dental Benefits, then such Certificate Holder or Eligible Dependent must wait until the next Open Enrollment period to enroll or as outlined in the Declarations section.

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**C. Termination of Eligibility**

Eligibility for dental Benefits will terminate for all Certificate Holders and dependents under this Policy at the earlier of:

1. The termination of this Policy; or
2. The last day of the month for which payment has been made if the Policyholder fails to make the payments required by this Policy.

Eligibility of an individual Certificate Holder, and of the Eligible Dependents of that Certificate Holder, will also terminate if that Certificate Holder ceases to be a Certificate Holder as defined by this Policy. An Eligible Dependent also terminates upon lack of compliance with the eligibility requirements of this Policy.

In no event will eligibility for any person covered under this Policy continue beyond the date RLHICA is advised by the Policyholder to terminate that person's eligibility.

**D. Conversion to an Individual Policy**

A person whose eligibility under this Plan is terminated or who loses coverage under this Plan may be eligible to elect coverage under an individual conversion policy. Any request to obtain a conversion policy will be honored in accordance with applicable state law.

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## ***Section IV. Continuation of Coverage***

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**A. Loss of Eligibility During Treatment**

1. If a Certificate Holder and/or Eligible Dependent lose eligibility while receiving dental treatment, only Covered Services received while that individual was eligible under the plan will be payable.
2. Certain procedures begun before the loss of eligibility may be covered if the services were completed within a 30-day period measured from the date of termination. In those cases, RLHICA evaluates those services in progress to determine what portion may be paid by RLHICA. The balance of the total fee is the Certificate Holder's responsibility.

**B. Continuation of Coverage – Disabled Dependent Children**

The other provisions of this Policy notwithstanding, a Child's attainment of the Limiting Age does not terminate his or her eligibility under this Policy if the Child is both:

1. incapable of self-sustaining employment because of mental or physical condition; and,
2. chiefly dependent upon the Certificate Holder for support and maintenance.

**C. Continuation Coverage**

The other provisions of this Policy notwithstanding, eligibility for dental Benefits will continue for an individual who is required to be provided with and elects continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA) provided:

1. The Policyholder elects COBRA coverage under this Policy.
2. Continuation coverage is required to be provided under COBRA.
3. The Policyholder notifies RLHICA that the individual is eligible for Benefits.
4. Coverage shall only be in effect up to the first day of the month after the individual notifies the Policyholder that he or she no longer wants coverage from RLHICA or until the end of the individual's continuation coverage period, whichever occurs first.
5. Further, coverage shall only remain in effect to the last day of the month for which payment has been made to RLHICA by the Policyholder. However, an individual's coverage may be retroactively

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reinstated for the 60-day COBRA “election” period if the Policyholder pays the applicable Rate for the period. RLHICA may, at its sole option and without notice, continue coverage, if legally required.

6. Coverage will not continue beyond the termination of this Policy.

The individual is responsible for the costs of any service provided after an individual is no longer eligible for continuation coverage under this subsection. Proper and timely notification should be given to RLHICA to delete the individual’s coverage.

The monthly Rate that the Policyholder must pay on behalf of any individual who is provided coverage under this subsection will be based on the COBRA continuation coverage rates then in effect during that month.

An individual who continues coverage will be considered to be either a Certificate Holder or an Eligible Dependent under this Policy and the dental care certificate as long as coverage is provided under this section. RLHICA does not assume any of the obligations assigned by COBRA to the Policyholder or any employer (including the obligation to notify potential beneficiaries of their rights or options under COBRA), and the Policyholder agrees that it will perform those obligations in full.

Not all employers are subject to the continuation coverage requirements contained in COBRA. For those that are not, the above language in Section IV C does not apply. Employers should consult with their legal counsel to determine how and when the law applies.

## Section V. Benefits

### A. Types of Dental Benefits

RLHICA agrees to provide Benefits to Certificate Holders and Eligible Dependents under the policies and procedures of RLHICA, including the Processing Guidelines, [which are available upon request](#), and under the terms and conditions of this Policy, including, but not limited to, the classes, exclusions, and limitations listed below.

**Unless otherwise specified in the Declarations Section**, Benefits may be divided into the following classes, and are subject to the exclusions and limitations listed below. **Please see the Declarations Section for the classification of Benefits, exclusions and limitations applicable under your Policy.**

A detailed list of the Benefits provided under this Policy is available upon request by the Policyholder. All time limitations are measured either from the last date of service in any RLHICA plan or, at the request of the Policyholder, from the last date of service in any dental plan.

#### 1. Class I Benefits

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##### a. Diagnostic and Preventive Services:

Services and procedures to evaluate existing conditions and/or to prevent dental abnormalities or disease. These services include evaluations (examinations), prophylaxes (cleanings), bitewing X-rays and fluoride treatments. These services are subject to the following exclusions and limitations:

i. Topical fluoride treatments are payable twice in a Benefit Year for Children, under age 14.

ii. Benefits for oral evaluations rendered as a consultation or exam are payable twice in any Benefit Year, whether provided under one or more RLHICA plans.

iii. Benefits for prophylaxes, including periodontal maintenance procedures are payable twice in any Benefit Year. [Full mouth debridement will be payable once in the Certificate Holder’s lifetime.](#)

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iv. Bitewing X-rays are payable once in any Benefit Year.

v. Benefits for space maintenance are payable once per lifetime, per area, for Children under the age of 14 years.

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- vi. RLHICA will not make payment for preventive control programs, including home care items, oral hygiene instructions, nutritional counseling, and tobacco counseling and all charges for the same will be the responsibility of the Certificate Holder.
- vii. RLHICA will not make payment for tests and laboratory examinations (including, but not limited to cytology, bacteriology, pathology) and caries susceptibility tests and all charges for the same will be the responsibility of the Certificate Holder, unless otherwise indicated in the Declarations section.

## 2. Class II Benefits

### a. Emergency Palliative Treatment

Emergency treatment to temporarily relieve pain.

### b. Radiographs (x-rays)/Diagnostic Imaging

X-rays as required for routine care or as necessary for the diagnosis of a specific condition, subject to the following limitations:

- i. Full mouth X-rays (which include bitewing X-rays) or a panoramic x-ray (with or without bitewing x-rays) are payable once in any five-year period.
- ii. A serial listing of x-rays is paid as a full mouth series if the total fee equals or exceeds the fee for a complete series.
- iii. Any supplemental films with a full mouth series are part of the complete procedure.
- iv. Benefits for a cephalometric film, oral/facial images or diagnostic casts are not payable.
- v. Benefits for posterior-anterior or lateral skull and facial bone survey, sialography, temporomandibular joint films (including arthrograms) or tomographic films are not payable.

### c. Minor Restorative Services

Minor restorative services to rebuild and repair natural tooth structure when damaged by disease or injury. These services include amalgam (silver) and resin (white) fillings, subject to the following exclusions and limitations:

- i. Amalgam and composite resin restorations are payable once per tooth surface within a 24-month period regardless of the number of combination of restorations placed on a surface.
- ii. RLHICA will not make payment for dentistry for aesthetic reasons and all charges for the same will be the responsibility of the Certificate Holder.

### d. Simple Extractions

Simple extractions including local anesthesia, suturing, if needed, and routine post-operative care.

### e. Sealants.

Sealants are payable only for the occlusal surface of first permanent molars to age nine and second permanent molars to age 14. The surface must be free from decay and restorations. Sealants are a benefit payable once in any three-year period.

### f. Periodontal Maintenance Following Therapy

Periodontal maintenance following active periodontal therapy procedures along with benefits for prophylaxes, including periodontal maintenance procedures, are payable twice in any Benefit Year. Full mouth debridement will be payable once in the Certificate Holder's lifetime.

### g. Other Class II Services

- i. After hours visits, not to exceed once per Benefit Year.

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### 3. Class III Benefits

#### a. Oral Surgery Services

Extractions and dental surgery, including local anesthesia, suturing, if needed, and routine postoperative care subject to the following exclusions and limitations:

- i. RLHICA will not make payment for the following services, and all charges for the same will be the responsibility of the Certificate Holder: correction of congenital or developmental malformations, cosmetic surgery, or dentistry for aesthetic reasons.
- ii. RLHICA will not make payment for the following benefits, and all charges for the same will be the responsibility of the Certificate Holder: prescription drugs, non-prescription drugs, premedications, localized delivery of chemotherapeutic agents, relative analgesia, non-intravenous conscious sedation, therapeutic drug injections, hospital visits, desensitizing medicaments and techniques, or behavior management.
- iii. RLHICA will not make payment for the following benefits and services, and all charges for the same will be the responsibility of the Certificate Holder: any appliance or surgical procedure used to (a) change vertical dimension; (b) restore or maintain occlusions; (c) replace tooth structure lost as a result of abrasion, attrition or erosion; and, (d) splint or stabilize teeth for periodontal reasons.
- iv. RLHICA will not make payment for the following benefits and services, and all charges for the same will be the responsibility of the Certificate Holder unless otherwise specified in the Declarations Section: appliances, restorations, x-rays or services for the diagnosis or treatment of temporomandibular disorders (TMD).
- v. RLHICA will not make payment for the following benefits and services, and all charges for the same will be the responsibility of the Certificate Holder: charges related to hospitalization or general anesthesia and/or intravenous sedation for restorative dentistry or surgical procedure unless a specified need is shown.

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#### b. Endodontic Services

The treatment of teeth with diseased or damaged nerves (for example, root canals), subject to the following exclusions and limitations:

- i. Benefits for endodontic therapy, endodontic retreatment, and apicoectomy/periradicular services are payable once per tooth in 24 months.
- ii. Benefits for root canal fillings on primary teeth are limited to primary teeth without succedaneous (replacement) teeth.
- iii. RLHICA will not make payment for the following benefits and services, and all charges for the same will be the responsibility of the Certificate Holder: pulp caps, maxillofacial prosthetics or myofunctional therapy.

#### c. Periodontic Services

The treatment of diseases of the gums and supporting structures of the teeth. These services are subject to the following exclusions and limitations:

- i. Benefits for prophylaxes, including periodontal prophylaxes, are payable twice in any Benefit Year. Full mouth debridement will be payable once in the Certificate Holder's lifetime.
- ii. Benefits for root planing and scaling are payable once per area in any two-year period.
- iii. Periodontal surgery is payable once per area in any three-year period.

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- iv. RLHICA will not make payment for the following benefits and services, and all charges for the same will be the responsibility of the Certificate Holder: any appliance or surgical procedure used to (a) change vertical dimension; (b) restore or maintain occlusions; (c) replace tooth structure lost as a result of abrasions, attrition or erosion; and (d) splint or stabilize teeth for periodontal reasons.

#### d. Major Restorative

Major restorative services, such as crowns, used when teeth cannot be restored with another filling material. These services are subject to the following exclusions and limitations:

- i. Cast restorations (including crowns, onlays, veneers) and associated procedures such as cores and post substructures on the same tooth are payable once in any seven-year period.
- ii. Porcelain, porcelain/ceramic substrate, porcelain/resin processed to metal, and cast restorations are not payable for Children less than 12 years of age.
- iii. Benefits for core buildups, cast posts and cores, and prefabricated posts are limited to once per tooth.
- iv. Optional treatment: If the Certificate Holder or Eligible Dependent selects a more expensive service than is customarily provided or for which RLHICA does not determine that a valid dental need is shown, RLHICA may make an allowance based on the fee for the customarily provided service.
- v. Inlays, regardless of the material used: RLHICA will pay only the applicable amount that it would have paid for a resin-based composite restoration. The Certificate Holder will be responsible for any additional charges.
- vi. RLHICA will not make payment for the following benefits and services and all charges for the same will be the responsibility of the Certificate Holder: any appliance or surgical procedure used to (a) change vertical dimension; (b) restore or maintain occlusions; (c) replace tooth structure lost as a result of abrasions, attrition or erosions; and, (d) splint or stabilize teeth for periodontal reasons.

**Deleted:** RLHICA will not make payment for inlays (cast, porcelain, composite resin, or ceramic) and all charges for the same will be the responsibility of the Certificate Holder

#### e. Prosthodontic Services

Services and appliances that replace missing natural teeth (such as bridges, partial dentures, and complete dentures): RLHICA will make payment for procedures to replace a missing tooth or teeth that were lost before employment with this group, subject to the following exclusions and limitations:

- i. One complete upper and one complete lower denture are Benefits once in any seven-year period.
- ii. A partial denture, fixed bridge, or removable bridge and any associated services are payable once in any seven-year period.
- iii. Fixed bridges and removable cast partials are not payable for Children less than 16 years of age.
- iv. Benefits for tissue conditioning are payable twice per denture unit in any three-year period.
- v. Endosteal implants are allowed once per tooth, per lifetime. RLHICA will not make payment if implant is placed within seven years following prosthodontic or major restorative services involving that tooth.
- vi. RLHICA will not make payment for specialized implant surgical techniques, removal of implant, implant maintenance procedures, or implant repairs, and all charges for the same will be the responsibility of the Certificate Holder unless otherwise specified in the Declarations Section.

**Deleted:** <#>Fixed bridgework, replacement of fixed bridgework or addition of teeth to existing bridgework to replace extracted natural teeth is covered only if the replacement is required to replace one or more natural teeth extracted while a member under the plan.¶

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vii. RLHICA will not make payment for the following benefits and services, and all charges for the same will be the responsibility of the Certificate Holder: temporary, provisional or interim prosthodontic appliances; precision or semi-precision attachments or myofunctional therapy.

**Deleted:** <#>RLHICA will not make payment for procedures to replace a missing tooth or teeth that were lost before employment with this group and all charges for the same will be the responsibility of the Certificate Holder.¶

viii. RLHICA will not make payment for the following benefits and services, and all charges for the same will be the responsibility of the Certificate Holder: any appliance or surgical procedure used to (a) change vertical dimension; (b) restore or maintain occlusions; (c) replace tooth structure lost as a result of abrasions, attrition or erosion; and (d) splint or stabilize teeth for periodontal reasons.

**Deleted:** lost, missing, or stolen appliances of any type;

**f. Relines and Repairs**

Relines and repairs to bridges, removable bridges, partial dentures, and complete dentures. A reline or a complete replacement of denture base material is limited to once in any three-year period per appliance.

**g. Other Class III Services**

- i. Benefits for an occlusal guard are payable only once in any five-year period.
- ii. Benefits for limited occlusal adjustments are payable once in a Benefit Year.
- iii. Office visits during regularly scheduled hours are payable once per Benefit Year.
- iv. RLHICA will not make payment for the following services, and all charges for the same will be the responsibility of the Certificate Holder: repair, relines, or adjustments of occlusal guards.
- v. RLHICA will not make payment for the following benefits and services and all charges for the same will be the responsibility of the Certificate Holder: prescription drugs, non-prescription drugs, premedications, localized delivery of chemotherapeutic agents, relative analgesia, non-intravenous conscious sedation, therapeutic drug injections, hospital visits, desensitizing medicaments and techniques, behavior management, athletic mouthguards house/extended care facility visit, mounted occlusal analysis, complete occlusal adjustment, enamel microabrasions, odontoplasty or bleaching.

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**4. Class IV Benefits**

**Orthodontic Services**

Services, treatment, and procedures to correct malposed teeth, subject to the following exclusions and limitations:

- a. RLHICA's payment for orthodontic services (Class IV Benefits) will be limited to the lifetime maximum specified in the Declarations Section of this Policy.
- b. Orthodontic Benefits are payable until the end of the calendar year of the 19<sup>th</sup> birthday of a Certificate Holder or Eligible Dependent unless otherwise specified in the Declarations Section.
- c. If the treatment plan is terminated before completion of the case for any reason, RLHICA's obligation will cease with payment up to the date of termination.
- d. The Dentist may terminate treatment, with written notification to RLHICA and to the patient, for lack of patient interest and cooperation. In those cases, RLHICA's obligation for payment of Benefits ends on the last day of the month in which the patient was last treated.
- e. RLHICA will not make payment for the following benefits and services and all charges for the same will be the responsibility of the Certificate Holder: lost, missing, or stolen appliances of any type and replacement or repair of an orthodontic appliance.

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## Section VI. Exclusions and Limitations

### A. Exclusions:

In addition to the exclusions listed above in the Benefits section, RLHICA will not make payment for the following benefits and services, and all charges for the same will be the responsibility of the Certificate Holder, unless otherwise specified in the Declarations Section.

Services for injuries or conditions paid pursuant to Workers' Compensation or Employer's Liability laws. Benefits or services that are received from any government agency, political subdivision, community agency, foundation, or similar entity. NOTE: This provision does not apply to any programs provided under Title XIX Social Security Act, that is, Medicaid.

Services or appliances started prior to the date the person became eligible under this Policy, excluding orthodontic treatment.

1. Charges for failure to keep a scheduled visit with the Dentist.
2. Charges for completion of forms or submission of claims.
3. Services for which no valid dental need can be demonstrated, that are specialized techniques, or that are investigational in nature as determined by the standards of generally accepted dental practice.
4. Treatment by other than a Dentist, except for services performed by a licensed dental hygienist under the scope of his or her license.
5. Those Benefits excluded by the policies and procedures of RLHICA, including the Processing Guidelines.
6. Services or supplies for which no charge is made, for which the patient is not legally obligated to pay or for which no charge would be made in the absence of RLHICA coverage.
7. Services or supplies received as a result of dental disease, defect, or injury due to an act of war, declared or undeclared.
8. Services that are generally covered under a hospital, surgical/medical, or prescription drug program.
9. Services that are not within the classes of Benefits that have been selected and are not in this Policy.

**Deleted:** Processing Guidelines are available upon request.

### B. Limitations:

In addition to the limitations listed above in the Benefits section, the following limitations apply under this Policy, unless otherwise specified in the Declarations Section:

1. RLHICA's obligation for payment of Benefits ends on the last day of the month in which coverage is terminated under this Policy.
2. When services in progress are interrupted and completed later by another Dentist, RLHICA will review the claim to determine the amount of payment, if any, to each Dentist.
3. Care terminated due to the death of a Certificate Holder or Eligible Dependent will be paid to the limit of RLHICA's liability for the services completed or in progress.
4. The maximum Benefit payable in any one Benefit Year will be limited to the amount specified in the Declarations Section of this Policy.
5. If a plan Deductible amount is specified in the Declarations Section, RLHICA will not be obligated to pay for, in whole or in part, any services until the Deductible amount is met.
6. Processing Guidelines may limit payment.

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## Section VII. Claims

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### A. Notice of Claim

Written notice of claim must be given within 20 days after a covered loss starts or as soon as reasonably possible. The notice may be given to RLHICA at its home office or to RLHICA's agent. Notice should include the name of the insured and the Policy number.

### B. Claim Forms

RLHICA, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting, within the time fixed in the Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

### C. Proof of Loss

Written proof of loss must be given within 90 days after such loss. If it was not reasonably possible to give written proof in the time required, RLHICA shall not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than 1 year from the time specified unless the claimant was legally incapacitated.

### D. Payment of Claims

Upon receipt of all required claim information and in accordance with prompt payment of claim laws, RLHICA shall notify claimant within 30 days of receipt of claim as to whether the claim has been processed for payment, denied, or incomplete. If the claim is denied, RLHICA shall provide specific notice. If the claim is incomplete, RLHICA shall provide a description of all information needed.

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## Section VIII. Agreements

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### A. RLHICA Agrees:

1. To make no payments from the money received from the Policyholder for any services rendered to a person who is not eligible for dental Benefits as defined in this Policy.
2. To make payments in the following manner for Covered Services provided to the Certificate Holder and Eligible Dependents: RLHICA will base payment on the lesser of the Submitted Amount, and either the Allowed Amount or an amount based on a Table of Allowances, whichever is applicable. RLHICA will either send payment to the Certificate Holder who is responsible for paying the Dentist whatever he or she charges, or directly to the Dentist if the Certificate Holder or Eligible Dependent has assigned Benefit payments to the Dentist who rendered Covered Services under this Policy.
3. To provide standard reports to the Policyholder upon request for no additional charge and to provide agreed to non-standard reports on a time and materials basis.
4. That no agent has authority to change the Policy or waive any of its provisions and that no change in the Policy shall be valid unless approved by an officer of RLHICA and evidenced by endorsement on the Policy, or by amendment to the Policy signed by the Policyholder and RLHICA.
5. To provide the Policyholder 60 days prior written notice of any adjustment in Rates, Benefits, or Copayments payable under this Policy. Such adjustments may be made, at RLHICA's sole option to correct potential adverse group experience resulting from the following:
  - a. Information provided upon enrollment proves to be in error; or
  - b. Terms and provisions of the Policy are violated; or

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c. Initial size or composition of the group changes to the extent it adversely affects the Rates.

If the Policyholder refuses to accept this adjustment, RLHICA may, in its sole discretion, implement the adjustment or an alternative adjustment or cancel this Policy.

**B. Policyholder Agrees:**

1. To pay RLHICA the monthly Rate specified in the Declarations Section of this Policy, in advance, unless otherwise specified in the Declarations Section.
2. To enroll as Certificate Holders all eligible employees or members of the Policyholder and to list, if covered, all Eligible Dependents of those Certificate Holders, to the extent required under the Policy. The Policyholder will provide RLHICA an accurate monthly statement of the total number and names of all Certificate Holders and, if applicable, all Eligible Dependents.
3. To permit RLHICA, by its auditors or other authorized representatives, on reasonable advance written notice, to inspect the Policyholder's record to verify the accuracy of lists of Certificate Holders and Eligible Dependents submitted to RLHICA. Clerical errors or delays in keeping or relaying data will not invalidate eligibility that would otherwise be validly in force or continue eligibility that would otherwise be validly terminated, if, after discovery of the errors or delays, an equitable adjustment of the Policyholder's payment can be made in a reasonable period of time.
4. To collect and pay to RLHICA any amounts that the Policyholder's Certificate Holders are required to pay to RLHICA under this Policy or any written employment contracts. Any amounts not collected will be the responsibility of the Policyholder.
5. To pay for any agreed to non-standard reports on a time and materials basis.

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## **Section IX. General Provisions**

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**A. Entire Contract:**

This Policy, with the application and attached papers, is the entire contract between the Policyholder and RLHICA. No change in this Policy will be effective until approved by an officer of RLHICA. This approval must be noted on or attached to this Policy. No agent may change this Policy or waive any of its provisions.

**B. Contesting Validity of Policy:**

After 2 years from the issue date, only fraudulent misstatements in the application may be used to void the Policy or deny any claim for loss incurred or disability starting after the 2-year period. This provision shall be read in conjunction with state insurance laws and is not applicable in all jurisdictions and may only apply to non-payment of premium after 2 years from the issue date.

**C. Grace Period:**

This Policy has a 31-day grace period. This provision means that if a renewal premium is not paid on or before the date it is due, it may be paid during the following grace period. The grace period will not apply if, at least 30 days before the premium due date, RLHICA has delivered or mailed to the Policyholder's last address shown in RLHICA's records, written notice of RLHICA's intent not to renew this Policy. During the grace period, the Policy will stay in force.

**D. Reinstatement:**

If the renewal premium is not paid before the grace period ends, the Policy will lapse. Later acceptance of the premium by RLHICA, or by an agent authorized to accept payment without requiring an application for reinstatement, will reinstate this Policy. If RLHICA or its agent require an application, the Policyholder will be given a conditional receipt for the premium. If the application is approved, the Policy will be reinstated as of the approval date. Lacking such approval, the Policy will be reinstated on the 45th day after the date of the conditional receipt unless RLHICA has previously written the Policyholder of its disapproval. The reinstated Policy will cover only loss that results from an injury sustained after the date of

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reinstatement or sickness that starts more than 10 days after such date. In all other respects, the rights of the Policyholder and RLHICA will remain the same, subject to any provisions noted on or attached to the reinstated Policy. Any premiums RLHICA accepts for a reinstatement will be applied to a period for which premiums have not been paid. No premiums will be applied to any period more than 60 days before the reinstatement date.

**E. Physical Examination:**

RLHICA, at its own expense, shall have the right and opportunity to examine the person of the insured when and as often as it may reasonably require during the pendency of a claim hereunder where it is not prohibited by law.

**F. Legal Actions:**

No legal action may be brought to recover on this Policy within 60 days after written proof of loss has been given as required by this Policy, unless prohibited by applicable state law. No such action may be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be given. This provision does not preclude the Policyholder or Certificate Holder from seeking a decision from a jury trial once all administrative appeals have been exhausted.

**G. Change of Beneficiary:**

Unless the insured makes an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to the insured and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this Policy or to any change of beneficiary or beneficiaries, or to any other changes in this Policy.

**H. Incorporation by Reference**

This Policy shall not contain any provision purporting to make any portion of the charter, rules, constitution, or bylaws of RLHICA a part of this Policy unless the portion is set forth in full in this Policy, except in the case of the incorporation of, or reference to, a statement of rates, statement of classification of risks, or short-rate table filed with the State Department of Insurance.

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## ***Section X. Term and Termination***

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This Policy shall remain in full force and effect for the initial term and any renewal term of this Policy as specified in the Declarations Section. RLHICA will give the Policyholder at least 45 days' advance notice of cancellation, expiration, or nonrenewal. RLHICA shall have the option of terminating this Policy if:

- A.** The Policyholder fails to make a required payment within the expiration of the grace period specified; or
- B.** RLHICA elects to cancel pursuant to Section VIII(A)5 of this Policy; or
- C.** The Policyholder fails to furnish RLHICA with accurate enrollment data pursuant to Section VIII(B)2; or
- D.** The Policyholder permits voluntary enrollment of Certificate Holders and/or their dependents unless otherwise specified in the Declarations Section; or
- E.** The Policyholder voluntarily wishes to cancel this Policy and provides RLHICA with 30 days written notice of intent to cancel; or
- F.** The Policyholder refuses to allow RLHICA (by its auditors or other authorized representatives) to inspect the Policyholder's records to verify the accuracy of the eligible Certificate Holder and dependent list pursuant to Section VIII(B)3; or

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G. The Policyholder has otherwise breached this Policy.

The Policyholder is entitled to a grace period of 31 days for the payment of any premium due except the first, during which period the Policy will remain in force. RLHICA shall have the option of terminating this Policy or placing all claims on hold status if the Policyholder fails to make a required payment before the expiration of the grace period. In the event RLHICA chooses to terminate this Policy due to nonpayment of premium, RLHICA will give the Policyholder notice of the termination within 45 days after the premium due date. The effective date of such termination shall be the first day of the period for which the premium is due.

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## Section XI. Certificate of Coverage

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RLHICA will provide to the Policyholder for submission to the Certificate Holder a standard certificate of the Benefits provided under this Policy. The certificate entitles the Certificate Holders and their Eligible Dependents the right to receive care from a Dentist of their choice.

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## Section XII. Miscellaneous Requirements

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- A. RLHICA will enroll as Certificate Holders all eligible employees of the Policyholder and list, if covered, all Eligible Dependents of those Certificate Holders, to the extent required under this Policy. The Policyholder will provide RLHICA an accurate monthly statement of the total number and names of all Certificate Holders and, if applicable, all Eligible Dependents.
- B. In the absence of fraud, all statements, made by the Policyholder or by the individuals insured, shall be deemed to be representations and not warranties.
- C. If this Policy is in violation of the laws of the State in which this Policy was issued, this Policy shall be held valid but shall be construed as provided in such laws. When any provision in this Policy is in conflict with such laws, the rights, duties and obligations of the insurer, the insured and the beneficiary shall be governed by such laws.
- D. Dentists providing services are independent contractors, and neither the Policyholder nor RLHICA will be liable for any act or omission of any Dentist, his or her employees or agents or any person providing dental or other professional services under this Policy.
- E. All Dentists, Certificate Holders, and Eligible Dependents, by performing or receiving services under this Policy, are bound by all its terms.
- F. No materials will be published or distributed by the Policyholder concerning this Policy until the material is first approved by RLHICA.
- G. RLHICA will not honor and no payment will be made for services if a claim for those services has not been received by RLHICA within 12 months after the services are provided.
- H. RLHICA and Policyholder agree to defend, indemnify and hold harmless the other and its directors, officers and employees (who are acting in the course of their employment, but not as claimants) from any loss, cost, or expense (including reasonable attorney fees and court costs) resulting from or arising out of or in connection with its breach of this Policy or any negligent act or omission of any of its directors, officers or employees.
- I. While the Certificate Holder and/or Eligible Dependent are covered by RLHICA, the Certificate Holder and/or Eligible Dependent agree to provide RLHICA with any information it needs to process the claims and administer the Benefits. This includes allowing RLHICA to have access to his or her dental records.

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- J.** The RLHICA Board of Directors or its delegee will establish a procedure for resolving all questions raised by a Dentist, a Policyholder, a Certificate Holder, or an Eligible Dependent in regard to claims for dental Benefits allowed or rejected under the terms of this Policy. This procedure will be used both for the initial determination of those questions and for the resolution of appeals made on the basis of those initial determinations. All determinations made according to this procedure will be final and binding on the Dentist, the Policyholder, the Certificate Holder, and the Eligible Dependent.
- K.** RLHICA may from time to time provide additional services or Benefits by rider or other notice. Those additional services or Benefits may be withdrawn at any time after notice given by RLHICA.
- L.** Any notice required or permitted to be given by RLHICA will be considered given if in writing and personally delivered, or if in writing and deposited in the United States mail with postage prepaid, addressed to the Policyholder, a Dentist, or Certificate Holder at the last address of record. This notice will be considered given when personally delivered or mailed.
- M.** No agent has authority to change any part of this Policy. No changes to this Policy will be valid unless approved in writing by RLHICA.
- N.** If RLHICA pays a claim for which another person or company is liable, RLHICA has the right to recover its payment from the other person or company.
- O.** Services and/or Benefit payments to Certificate Holders or Eligible Dependents are for the personal benefit of those people and cannot be transferred or assigned. Notwithstanding any other provision of this Policy, however, a Certificate Holder or Eligible Dependent may assign Benefit payments to the Dentist who rendered Covered Services under this Policy. A payment made pursuant to such assignment shall discharge the obligation of RLHICA with respect to the amount of insurance so paid.
- P.** This Policy is subject to change if, in the future, federal and state laws and regulations require RLHICA or the Policyholder to comply with such laws and regulations. Should any such change to this Policy be necessary by law, the Policyholder will receive written notice from RLHICA informing the Policyholder of the reasons for any change to the Policy and the process by which the Policyholder will receive an amended Policy.
- Q.** All of the Benefits under this Policy, if applicable, will be subject to a Coordination of Benefits provision that is designed to provide maximum coverage, but not to exceed 100 percent of the total fee for a given treatment.

#### **1. Applicability**

- a.** This Coordination of Benefits (“COB”) provision applies to This Plan when a Certificate Holder or the Certificate Holder’s covered dependent has health care coverage under more than one Plan. “Plan” and “This Plan” are defined below.
- b.** If this COB provision applies, the order of benefit determination rules should be looked at first. These rules determine whether the Benefits of This Plan are determined before or after those of another plan. The Benefits of This Plan:
- i.** Shall not be reduced when, under the order of benefit determination rules, This Plan determines its Benefits before another plan; but
  - ii.** May be reduced when, under the order of benefits determination rules, another plan determines its benefits first. The above reduction is described in Section 4. “Effect on the Benefits of This Plan.”

#### **2. Definitions**

- a.** “Allowable Expense” means a necessary health care expense that is covered at least in part by one or more plans covering the person for whom the claim is made.

When a plan provides benefits in the form of services, the reasonable cash value of each service rendered will be considered both an Allowable Expense and a benefit paid.

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- b. "Claim Determination Period" means a calendar year. However, it does not include any part of a year during which a person has no coverage under This Plan, or any part of a year before the date this COB provision or a similar provision takes effect.
- c. "Plan" is any of these which provides benefits or services for, or because of, medical or dental care or treatment:
  - i. Group insurance or group-type coverage, whether insured or uninsured. This includes prepayment, group practice or individual practice coverage. It also includes coverage other than school accident-type coverage.
  - ii. Coverage under a governmental plan, or coverage required or provided by law. This does not include a state plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act, as amended from time to time).

Each contract or other arrangement for coverage under (i) or (ii) is a separate plan. Also, if an arrangement has two parts and COB rules apply only to one of the two, each of the parts is a separate plan.

- d. "Primary Plan/Secondary Plan:" The order of benefit determination rules state whether This Plan is a Primary Plan or Secondary Plan as to another plan covering the person.

When This Plan is a Primary Plan, its Benefits are determined before those of the other plan and without considering the other plan's benefits.

When This Plan is a Secondary Plan, its Benefits are determined after those of the other plan and may be reduced because of the other plan's benefits.

When there are more than two plans covering the person, This Plan may be a Primary Plan as to one or more other plans, and may be a Secondary Plan as to a different plan or plans.

- e. "This Plan" is the part of the group contract that provides Benefits for health care expenses.

### 3. Order Of Benefit Determination Rules

- a. General. When there is a basis for a claim under This Plan and another plan, This Plan is a Secondary Plan which has its Benefits determined after those of the other plan, unless:
  - i. The other plan has rules coordinating its benefits with those of This Plan; and
  - ii. Both those rules and This Plan's rules, in subsection b. below, require that This Plan's Benefits be determined before those of the other plan.
- b. Rules. This Plan determines its order of Benefits using the first of the following rules which applies:
  - i. Non-Dependent/Dependent. The benefits of the plan which covers the person as an employee, member, or subscriber (that is, other than as a dependent) are determined before those of the plan which covers the person as a dependent; except that: if the person is also a Medicare beneficiary, and as a result of the rule established by Title XVIII of the Social Security Act and implementing regulations, Medicare is:
    - (a) Secondary to the plan covering the person as a dependent and;
    - (b) Primary to the plan covering the person as other than a dependent (e.g. a retired employee), then the order of benefit determination is reversed so that the plan covering the person as an employee, member, subscriber or retiree is secondary and the other plan is primary.
  - ii. Dependent Child/Parents not Separated or Divorced. Except as stated in Paragraph b.(iii) below, when This Plan and another plan cover the same Child as a dependent of different persons, called "parents:"

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- (a) The benefits of the plan of the parent whose birthday falls earlier in a year are determined before those of the plan of the parent whose birthday falls later in that year; but,
- (b) If both parents have the same birthday, the benefits of the plan which covered the parents longer are determined before those of the plan which covered the other parent for a shorter period of time.

However, if the other plan does not have the rule described in (a) immediately above, but instead has a rule based upon the gender of the parent, and if, as a result, the plans do not agree on the order of benefits, the rule in the other plan will determine the order of benefits.

- iii. Dependent Child/Parents Separated or Divorced. If two or more plans cover a person as a dependent Child of divorced or separated parents, benefits for the Child are determined in this order:

- (a) First, the plan of the parent with custody of the Child;
- (b) Then, the plan of the spouse of the parent with the custody of the Child;
- (c) Then, the plan of the parent not having custody of the Child; and
- (d) Then, the plan of the spouse of the parent not having custody of the Child. If the other plan does not have this subsection and if, as a result, the plans do not agree on the order of benefits, this subsection shall be ignored.

However, if the specific terms of a court decree state that one of the parents is responsible for the health care expense of the Child, and the entity obligated to pay or provide the benefits of the plan of that parent has actual knowledge of those terms, the benefits of that plan are determined first. The plan of the other parent shall be the Secondary Plan. This paragraph does not apply with respect to any Claim Determination Period or Plan year during which any benefits are actually paid or provided before the entity has that actual knowledge.

If the specific terms of the court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the health care expenses of the Child, the plans covering the Child shall be subject to the order of benefit determination contained in subdivision b.(ii) of this section.

- iv. Active/Inactive Employee. The benefits of a plan which covers a person as an employee who is neither laid off nor retired (or as that employee's dependent) are determined before those of a plan which covers that person as a laid off or retired employee (or as that employee's dependent). If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this Rule (iv) is ignored.
- v. Continuation Coverage. If a person whose coverage is provided under a right of continuation pursuant to federal law (i.e., COBRA) or state law also is covered under another plan, the benefits of the plan covering the person as employee, member, or subscriber (or that person's dependent) shall be determined before the benefits under the continuation coverage. If the other plan does not have this rule and if, as a result, the plans do not agree on the order of benefits, this paragraph shall be ignored.
- vi. Longer/Shorter Length of Coverage. If none of the above rules determines the order of benefits, the benefits of the plan which covered an employee, member, or subscriber longer are determined before those of the Plan which covered that person for the shorter term.

#### 4. Effect On The Benefits Of This Plan

- a. When This Section Applies. This Section 4. applies when, in accordance with Section 3. "Order of Benefit Determination Rules," This Plan is a Secondary Plan as to one or more other plans. In that event the Benefits of This Plan may be reduced under this section. Such other plan or plans are referred to as "the other plans" in b. immediately below.

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- b. Reduction in this Plan's Benefits. The Benefits of This Plan will be reduced when the sum of:
- The Benefits that would be payable for the Allowable Expense under This Plan in the absence of this COB provision; and
  - The benefits that would be payable for the Allowable Expenses under the other plans, in the absence of provisions with a purpose like that of this COB provision, whether or not claim is made; exceeds those Allowable Expenses in a Claim Determination Period. In that case, the Benefits of This Plan will be reduced so that they and the benefits payable under the other plans do not total more than those Allowable Expenses.

When the Benefits of This Plan are reduced as described above, each benefit is reduced in proportion. It is then charged against any applicable benefit limit of This Plan.

#### 5. Right To Receive And Release Needed Information

Certain facts are needed to apply these COB rules. RLHICA has the right to decide which facts it needs. It may get needed facts from or give them to any other organization or person. RLHICA need not tell, or get the consent of, any person to do this. Each person claiming Benefits under This Plan must give RLHICA any facts it needs to pay the claim.

#### 6. Facility Of Payment

A payment made under another plan may include an amount which should have been paid under This Plan. If it does, RLHICA may pay that amount to the organization which made that payment.

That amount will then be treated as though it were a Benefit paid under This Plan. RLHICA will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services.

#### 7. Right Of Recovery


If the amount of the payments made by RLHICA is more than it should have paid under this COB provision, it may recover the excess from one or more of:

- The persons it has paid or for whom it has paid;
- Insurance companies; or
- Other organizations.

The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

Accepted as witnessed by the signatures below, all terms and provisions of this Policy are effective as of the effective date set forth in the Declarations Section.

#### RENAISSANCE LIFE AND HEALTH INSURANCE COMPANY OF AMERICA



Thomas J. Fleszar  
President and CEO

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**Arkansas  
Group Dental  
PPO Certificate**

P.O. Box 738 • Greenwood, Indiana 46142 • 800-745-7509 • [www.renaissancefamilydental.com](http://www.renaissancefamilydental.com)

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800-886-3908 •  
[www.renaissancefamily.com](http://www.renaissancefamily.com)

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# RENAISSANCE PPO

## ARKANSAS GROUP DENTAL PPO CERTIFICATE

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**Important Cancellation Information – Please Read The Provision Entitled, “Termination of Coverage,” Found on Page “16”.**

**THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CERTIFICATE. If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare, which is available from the company. Title II NCAC 12.0843 and Section 17.E.**

NOTE: This Dental Care Certificate should be read in conjunction with the Summary of Dental Plan Benefits that is provided with the Certificate. The Summary of Dental Plan Benefits lists the specific provisions of your group dental Plan. Your group dental plan is a legal contract between the Policyholder and the insurer.

**READ YOUR DENTAL CARE CERTIFICATE CAREFULLY.**

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**PLEASE NOTE:** RLHICA recommends

Predetermination before any services are rendered where the total charges will exceed \$200. You and your Dentist should review your Predetermination Notice before your Dentist proceeds with treatment. Once treatment is complete, the dates of service will be entered on the predetermination Notice and the Predetermination Notice will be submitted to RLHICA for payments.

## I. Dental Care Certificate

Renaissance Life & Health Insurance Company of America ("RLHICA") issues this Renaissance Dental PPO Certificate to you, the Certificate Holder. The Certificate is an easy to read summary of your Dental Benefits Plan. It reflects and is subject to the agreement between RLHICA and your employer or organization (the "Policyholder").

The Benefits provided under the Plan may change if any state or federal laws change.

RLHICA agrees to provide Dental Benefits as described in this Certificate.

All the provisions in the following pages, read in conjunction with the Summary of Dental Plan Benefits and all attachments and addendums, form a part of this document as fully as if they were stated over the signature below.

IN WITNESS WHEREOF, this Certificate is executed at RLHICA's home office by an authorized officer.



Thomas J. Fleszar, DDS, MS  
President and CEO

**Home Office:**  
**RENAISSANCE LIFE & HEALTH**  
**INSURANCE COMPANY OF AMERICA**

**Attn: Renaissance Administration**  
**P.O. Box 30381**  
**Lansing, Michigan 48909-7881**  
**Administrative Direct Line: 1-800-745-7509**  
**Customer Service Direct Line: 1-888-358-9484**

## II. Definitions

### Adverse Benefit Determination

Means any denial, reduction or termination of the Benefit for which you filed a claim. Or a failure to provide or to make payment (in whole or in part) of the Benefit you sought, including any such determination based on eligibility, application of any utilization review criteria, or a determination that the item or service for which Benefits are otherwise provided was experimental or investigational, or was not medically necessary or appropriate.

### Allowed Amount

Means the maximum dollar amount RLHICA will base Benefit payment upon for any Covered Service.

For services rendered by In-Network Dentist, the Allowed Amount are pre-negotiated fees that the provider has agreed to accept as payment in full. For services rendered by Out-of-Network Dentist, RLHICA determines the Allowed Amount based upon treatment rendered and [a periodically determined percentile of fees charged by a sample of Dentist of similar training within your geographic area, which is set forth in the Summary of Dental Plan Benefits] [the pre-negotiated fees agreed to by In-Network Dentist in your geographic area].

### Benefit Year

Means the calendar year, unless your employer elects the Policy Year to serve as the Benefit Year. The Benefit Year is specified in the Summary of Dental Plan Benefits.

### Benefits

Means payment for dental services that are covered under your Plan.

### Certificate

Is this document. RLHICA will provide dental Benefits as described in this Certificate. Any changes in this Certificate will be based on changes to the Plan. Changes to the Certificate will be in the Summary of Dental Plan Benefits.

### Certificate Holder

You, when your employer or organization notifies RLHICA that you are eligible to receive Benefits under your Plan.

### Children

Your natural children, stepchildren, adopted children, or foster children placed in the foster home, children by virtue

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**INSURANCE COMPANY OF AMERICA**  
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of legal guardianship or who are residing with you during the waiting period for legal adoption or guardianship.

## Completion Dates

Some procedures may require more than one appointment. Treatment is complete:

- for dentures and partial dentures, on the delivery date;
- for crowns and bridgework, on the cementation date;
- for root canals and periodontal treatment, on the date of the final procedure that completes treatment.

## Coinsurance

The percentage of the Allowed Amount for Covered Services that you will have to pay toward treatment.

## Copayment

The dollar amount that the Certificate Holder must pay toward treatment.

## Covered Services

Are the unique Benefits selected in your Plan. The Summary of Dental Plan Benefits lists your Covered Services.

## Deductible

The amount an individual and/or a family must pay toward Covered Services before RLHICA begins paying for services. The Summary of Dental Plan Benefits lists the Deductible that applies to you, if any.

## Dentist

A person licensed to practice dentistry in the state or country in which dental services are rendered.

## Eligible Dependent

To verify dependent coverage, see the Summary of Dental Plan Benefits.

- Your legal spouse; or,
- Your unmarried Children who are not greater than 19 years old; or,
- Your unmarried Children for whom you or your legal spouse are financially responsible for medical, health, or dental care under terms of a court decree; or,

- Your Children who are greater than 19 years old and (1) incapable of self-sustaining employment by reason of a mental or physical condition and (2) chiefly dependent upon the Certificate Holder for support and maintenance. In the event that RLHICA denies a claim under this Plan for the reason that the child has attained the Limiting Age for dependent Children, you will have the burden of establishing that the child continues to meet the two criteria specified above. If requested by RLHICA, you submit medical reports confirming that the child meets the two criteria specified above.

## Employee

A nonseasonal person who works on a full-time basis with a normal work week of 30 or more hours and who is otherwise eligible for coverage, but does not include a person who works on a part-time, temporary, or substitute basis.

## In-Network Dentist

Means a preferred provider Dentist that has entered into a contract to provide Covered Services for pre-negotiated fees that the Dentist has agreed to accept as payment in full. A current list of In-Network Dentists will be provided to each Certificate Holder.

## Limiting Age

The age at which a Child of yours is no longer eligible for Benefits under this Plan. A Child who is greater than 19 years old has attained the Limiting Age. In the event that RLHICA denies a claim under your Plan for the reason that your Child has reached the Limiting Age, you have the burden of establishing that the Child continues to meet the following two criteria in order to retain their eligibility: A Child of yours is (1) incapable of self-sustaining employment by reason of a mental or physical condition and (2) eligible to be claimed by you or your legal spouse as a dependent under the U.S. Internal Revenue Code during the current calendar year. If requested by RLHICA, you must submit medical reports confirming that the Child meets the two criteria specified above.

## Maximum Payment

The maximum dollar amount RLHICA will pay in any Plan year or lifetime for covered dental services. (See the Summary of Dental Plan Benefits.)

## Open Enrollment

Unless otherwise indicated in the Declarations Section, the period of time an eligible person may enroll to receive dental benefits.

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## Plan

The Plan between RLHICA and your employer or organization to provide Benefits.

## Policy Year

The 12-month period beginning on the first effective date of the Plan and each 12-month renewal period thereafter.

## Predetermination (Pre-Service Claim)

An estimate of Covered Services. Dentists may submit their treatment plans to RLHICA before procedures are started. RLHICA reviews the treatment plan and advises the patient and Dentist of what services are covered by your Plan and what RLHICA's payment may be. RLHICA's payment for predetermined services depends on continued eligibility and the annual or lifetime Maximum Payment available. RLHICA does not require predetermination of Covered Services.

## Processing Guidelines

RLHICA's policies and guidelines used for Predetermination and payment of claims. The Processing Guidelines are based, in part, on coding definitions established by the American Dental Association, and may be amended from time to time. The Processing Guidelines are available upon request.

## RLHICA

Renaissance Life & Health Insurance Company of America, a life, accident, and health insurer that underwrites health benefit programs.

## Submitted Amount

The fee a Dentist bills to RLHICA for a specific treatment.

## Summary of Dental Plan Benefits

A list of the specific provisions of your group dental Plan and is a part of the Dental Care Certificate.

## Urgent Care Claims

Those potentially life-threatening claims as defined in the U.S. Department of Labor Regulations at 29 CFR 2560.503-1(M)(1)(I). Any such claims that may arise under this dental coverage are not considered to be Pre-Service Claims and are not subject to any Predetermination requirements.

## III. General Eligibility Rules

- A. You are not eligible for Benefits unless you are either currently enrolled in your Plan or currently listed or acknowledged as an Eligible Dependent.
- B. Effective Date of Eligibility
  1. Initial effective date: All Certificate Holders on the effective date of the Plan are immediately eligible for Benefits. If your dependents are covered by the same Plan, their eligibility commences on the same date as yours.
  2. After the initial effective date: For all Certificate Holders (and their Eligible Dependents) not associated with the employer or organization on the initial effective date of their Plan. Eligibility for Benefits will begin, unless stated otherwise, on the first day of the month following whichever of the following dates is applicable:
    - a. Newly hired or rehired employees: The date for which employment compensation begins. Or, if applicable, that date plus the number of days specified as a waiting period in the Summary of Dental Plan Benefits.
    - b. Spouse: Date of marriage.
    - c. Newborn: Eligibility for Benefits begins on the Child's actual date of birth, including conditions due to congenital malformation. A notice of birth together with the additional premium must be submitted to us within 90 days after the date of birth in order to continue coverage beyond the 90-day period.
    - d. Foster children, legal adoption, or guardianships: Eligibility for dental Benefits begins on the date the Child is placed in the foster home or with the Certificate Holder; then this Child will be covered on the same basis as a natural child. A Child adopted on or after the Insured's effective date will be covered from the date of the filing of a petition for adoption if the Insured applies for coverage within 60 days after the filing of the petition for adoption. However, the coverage shall begin from the moment of birth if the petition for adoption and application for coverage is filed within 60 days after the birth of the Child. Coverage for an adopted Child shall terminate upon the dismissal or denial of a petition for adoption.

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- e. Stepchild: Date that the Child's natural parent becomes a dependent eligible for Benefits.
- f. All others: Date that RLHICA approves in writing the enrollment or listing of those people, unless compelled by a court or administrative order to provide health benefit plan coverage for a Child or Eligible Dependent.

Once eligible, you and your Eligible Dependents must enroll for coverage under this Policy within 30 days from the date upon which you or your Eligible Dependents become eligible for dental Benefits under the terms of Section III. B. immediately above. You or your Eligible Dependent may properly enroll for coverage by completing all enrollment forms required by RLHICA, and submitting such forms to your employer. If you or your Eligible Dependent do not properly enroll for coverage within 30 days from the date upon which you or your Eligible Dependent become eligible for dental Benefits, then you and/or your Eligible Dependent must wait until the next open enrollment period to enroll.

#### C. Termination of Eligibility

Eligibility for Benefits will terminate for all Certificate Holders and their dependents under this Plan at the earlier of:

1. The termination of the Plan; or
2. The last day of the month for which payment has been made if the employer or organization fails to make the payments required by their Plan.

Your eligibility, and that of your Eligible Dependents, will also terminate if you cease to be a Certificate Holder as defined by the Summary of Dental Plan Benefits. An Eligible Dependent also terminates upon lack of compliance with the eligibility requirements of this Plan. In no event will eligibility for any person covered under the Plan continue beyond the date RLHICA is advised by the employer or organization to terminate that person's eligibility.

#### D. Conversion to an Individual Policy

A person whose eligibility is terminated may transfer to an individual direct payment contract with RLHICA. Please contact RLHICA to obtain further information.

## IV. Classes of Benefits

### Important

RLHICA agrees to provide Benefits to Certificate Holders and Eligible Dependents under the policies and procedures of RLHICA, including the Processing Guidelines, which are available upon request, and under the terms and conditions of this Plan, including, but not limited to, the classes, exclusions, and limitations listed below.

**Unless otherwise specified in the Summary of Dental Plan Benefits**, Benefits may be divided into the following classes, and are subject to the exclusions and limitations listed below. **Please see the Summary of Dental Plan Benefits for the classification of Benefits, exclusions and limitations applicable under your Plan.**

A detailed list of the Benefits provided under your Plan is available upon request. All time limitations are measured either from the last date of service in any RLHICA plan or, at the request of your group, from the last date of service in any dental plan.

### Class I Benefits

#### Diagnostic and Preventive Services

Services and procedures to evaluate existing conditions and/or to prevent dental abnormalities or disease. These services include evaluations (examinations), prophylaxes (cleanings), and fluoride treatments. These services are subject to the following exclusions and limitations:

- (i) Topical fluoride treatments are payable twice in a Benefit Year for Children, under age 14.
- (ii) Benefits for oral evaluations rendered as a consultation or exam are payable twice in any Benefit Year, whether provided under one or more RLHICA plans.
- (iii) Benefits for prophylaxes, including periodontal maintenance procedures, are payable twice in any Benefit Year. ~~Full mouth debridement will be payable once in the Certificate Holder's lifetime.~~
- (iv) Bitewing X-rays are payable once in any Benefit Year.
- (v) Benefits for space maintenance are payable once per lifetime, per area, for Children under the age of 14 years.
- (vi) RLHICA will not make payment for preventive control programs, including home care items, oral hygiene instructions, nutritional counseling, and

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tobacco counseling and all charges for the same will be your responsibility.

- (vii) RLHICA will not make payment for tests and laboratory examinations (including, but not limited to cytology, bacteriology, pathology) and caries susceptibility tests and all charges for the same will be your responsibility.

## Class II Benefits

### Emergency Palliative Treatment

Emergency treatment to temporarily relieve pain.

### Radiographs (X-rays)/Diagnostic Imaging

X-rays as required for routine care or as necessary for the diagnosis of a specific condition, subject to the following limitations:

- (i) Full mouth X-rays (which include bitewing X-rays) or a panoramic X-ray (with or without bitewing X-rays) are payable once in any five-year period.
- (ii) A serial listing of X-rays is paid as a full mouth series if the total fee equals or exceeds the fee for a complete series.
- (iii) Any supplemental films with a full mouth series are part of the complete procedure.
- (iv) Benefits for a cephalometric film, oral/facial images or diagnostic casts are not payable.
- (v) Benefits for posterior-anterior or lateral skull and facial bone survey, sialography, temporomandibular joint films (including arthrograms) or tomographic films are not payable.

### Minor Restorative Services

Minor restorative services to rebuild and repair natural tooth structure when damaged by disease or injury. These services include amalgam (silver) and resin (white) fillings, subject to the following exclusions and limitations:

- (i) Amalgam and composite resin restorations are payable once per tooth surface within a 24-month period regardless of the number of combination of restorations placed on a surface.
- (ii) RLHICA will not make payment for dentistry for aesthetic reasons and all charges for the same will be your responsibility.

### Simple Extractions

Simple extractions including local anesthesia, suturing, if needed, and routine post-operative care.

### Sealants

Sealants are payable only for the occlusal surface of first permanent molars to age nine and second permanent molars to age 14. The surface must be free from decay and restorations. Sealants are a benefit payable once in any three-year period.

### Periodontal Maintenance Following Therapy

Periodontal maintenance, following active periodontal therapy procedures along with benefits for prophylaxes, including periodontal maintenance procedures are payable twice in any Benefit Year. Full mouth debridement will be payable once in the Certificate Holder's lifetime.

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### Other Class II Benefits

- (i) After hours visits, not to exceed once per Benefit Year.

## Class III Benefits

### Oral Surgery Services

Extractions and dental surgery, including local anesthesia, suturing, if needed, and routine postoperative care subject to the following exclusions and limitations:

- (i) RLHICA will not make payment for the following services. All charges for the same will be your responsibility: correction of congenital or developmental malformations, cosmetic surgery, or dentistry for aesthetic reasons.
- (ii) RLHICA will not make payment for the following benefits. All charges for the same will be your responsibility:
  - prescription drugs
  - non-prescription drugs
  - premedications
  - localized delivery of chemotherapeutic agents
  - relative analgesia
  - non-intravenous conscious sedation
  - therapeutic drug injections
  - hospital visits
  - desensitizing medicaments and techniques
  - or behavior management
- (iii) RLHICA will not make payment for the following benefits and services. All charges for the same will

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be your responsibility: any appliance or surgical procedure used to:

- (a) change vertical dimension
  - (b) restore or maintain occlusions
  - (c) replace tooth structure lost as a result of abrasion, attrition or erosion; and,
  - (d) splint or stabilize teeth for periodontal reasons
- (iv) RLHICA will not make payment for the following benefits and services. And all charges for the same will be your responsibility unless otherwise specified in the Summary of Dental Plan Benefits: appliances, restorations, X-rays or services for the diagnosis or treatment of temporomandibular disorders (TMD).
- (v) RLHICA will not make payment for the following benefits and services. And all charges for the same will be your responsibility: charges related to hospitalization or general anesthesia and/or intravenous sedation for restorative dentistry or surgical procedure unless a specified need is shown.

### Endodontic Services

The treatment of teeth with diseased or damaged nerves (for example, root canals), subject to the following exclusions and limitations:

- (i) Benefits for endodontic therapy, endodontic retreatment, and apicoectomy/periradicular services are payable once per tooth in 24 months.
- (ii) Benefits for root canal fillings on primary teeth are limited to primary teeth without succedaneous (replacement) teeth.
- (iii) RLHICA will not make payment for the following benefits and services. All charges for the same will be your responsibility: pulp caps, maxillofacial prosthetics or myofunctional therapy.

### Periodontic Services

The treatment of diseases of the gums and supporting structures of the teeth. These services are subject to the following exclusions and limitations:

- (i) Benefits for prophylaxes, including periodontal prophylaxes and oral evaluations are payable twice in any Benefit Year. Full mouth debridement will be payable once in the Certificate Holder's lifetime.

- (ii) Benefits for root planing and scaling are payable once per area in any two-year period.
- (iii) Periodontal surgery is payable once per area in any three-year period.
- (iv) RLHICA will not make payment for the following benefits and services. All charges for the same will be your responsibility: any appliance or surgical procedure used to:
  - (a) change vertical dimension
  - (b) restore or maintain occlusions
  - (c) replace tooth structure lost as a result of abrasions, attrition or erosion; and
  - (d) splint or stabilize teeth for periodontal reasons

### Major Restorative Services

Major restorative services, such as crowns, used when teeth cannot be restored with another filling material. These services are subject to the following exclusions and limitations:

- (i) Cast restorations (including crowns, onlays, veneers) and associated procedures such as cores and post substructures on the same tooth are payable once in any seven-year period.
- (ii) Porcelain, porcelain/ceramic substrate, porcelain/resin processed to metal, and cast restorations are not payable for Children less than 12 years of age.
- (iii) Benefits for core buildups, cast posts and cores, and prefabricated posts are limited to once per tooth.
- (iv) Inlays, regardless of the material used: RLHICA will pay only the applicable amount that it would have paid for resin-based composite restoration. You will be responsible for any additional charges.
- (v) RLHICA will not make payment for the following benefits and services. All charges for the same will be your responsibility. Any appliance or surgical procedure used to:
  - (a) change vertical dimension
  - (b) restore or maintain occlusions
  - (c) replace tooth structure lost as a result of abrasions, attrition or erosions; and,
  - (d) splint or stabilize teeth for periodontal reasons

### Prosthodontic Services

Services and appliances that replace missing natural teeth (such as bridges, partial dentures, and complete dentures): RLHICA will make payment for procedures to replace a missing tooth or teeth that were lost before employment

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with this group, subject to the following exclusions and limitations:

- (i) One complete upper and one complete lower denture are Benefits once in any seven-year period for any individual.
- (ii) A partial denture, fixed bridge, or removable bridge and any associated services are payable once in any seven-year period.
- (iii) Fixed bridges and removable cast partials are not payable for Children less than 16 years of age.
- (iv) Benefits for tissue conditioning are payable twice per denture unit in any three-year period.
- (v) Endosteal implants are allowed once per tooth, per lifetime. RLHICA will not make payment if implant is placed within seven years following prosthodontic or major restorative services involving that tooth.
- (vi) RLHICA will not make payment for specialized implant surgical techniques, removal of implant, implant maintenance procedures, or implant repairs. All charges for the same will be the responsibility of the Certificate Holder unless otherwise specified in the Declarations Section.
- (vii) RLHICA will not make payment for the following benefits and services. All charges for the same will be your responsibility: temporary, provisional or interim prosthodontic appliances; precision or semi-precision attachments or myofunctional therapy.
- (viii) RLHICA will not make payment for the following benefits and services. All charges for the same will be your responsibility: any appliance or surgical procedure used to
  - (a) change vertical dimension
  - (b) restore or maintain occlusions
  - (c) replace tooth structure lost as a result of abrasions, attrition or erosion; and
  - (d) splint or stabilize teeth for periodontal reasons

#### Relines and Repairs

Relines and repairs to bridges, removable bridges, partial dentures, and complete dentures. A reline or a complete replacement of denture base material is limited to once in any three-year period per appliance.

#### Other Class III Benefits

- (i) Benefits for an occlusal guard are payable only once in any five-year period.

- (ii) Benefits for limited occlusal adjustments are payable once in a Benefit Year.
- (iii) Office visits during regularly scheduled hours are payable once per Benefit Year.
- (iv) RLHICA will not make payment for the following services. All charges for the same will be your responsibility: repair, relines, or adjustments of occlusal guards.
- (v) RLHICA will not make payment for the following benefits and services. All charges for the same will be your responsibility:
  - prescription drugs
  - non-prescription drugs
  - premedications
  - localized delivery of chemotherapeutic agents
  - relative analgesia
  - non-intravenous conscious sedation
  - therapeutic drug injections
  - hospital visits
  - desensitizing medicaments and techniques
  - behavior management
  - athletic mouthguards
  - house/extended care facility visit
  - mounted occlusal analysis
  - complete occlusal adjustment
  - enamel microabrasions
  - odontoplasty or bleaching

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### Class IV Benefits

#### Orthodontic Services

Services, treatment, and procedures to correct malposed teeth, subject to the following exclusions and limitations:

- (i) RLHICA's payment for orthodontic services (Class IV Benefits) will be limited to the lifetime maximum specified in the Summary of Dental Plan Benefits.
- (ii) Orthodontic Benefits are payable until you or your Eligible Dependent is greater than 19 years old, unless otherwise specified in the Summary of Dental Plan Benefits.
- (iii) If the treatment plan is terminated before completion of the case for any reason, RLHICA's obligation will cease with payment up to the date of termination.
- (iv) The Dentist may terminate treatment, with written notification to RLHICA and to the patient, for lack of patient interest and cooperation. In those cases, RLHICA's obligation for payment of Benefits ends

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on the last day of the month in which the patient was last treated.

- (v) RLHICA will not make payment for the following benefits and services. All charges for the same will be your responsibility: lost, missing, or stolen appliances of any type and replacement or repair of an orthodontic appliance.

#### Other Benefits

The Summary of Dental Plan Benefits lists any other Benefits that may have been selected.

## V. Accessing Your Benefits

#### To use your Plan, follow these steps:

1. Please read this Certificate and the Summary of Dental Plan Benefits carefully to become familiar with the Benefits and provisions of your Plan.
2. Make an appointment with your Dentist and tell him or her that you have Benefits coverage with RLHICA through a Preferred Provider Policy. If the dental office needs a claim form, you may obtain one from your Personnel or Human Resources department. If you or your Dentist are not familiar with your Plan or have any questions regarding the Plan, have him or her contact RLHICA by writing Attention: Customer Services Department, P.O. Box 738, Greenwood, IN 46142 or by calling the toll-free number, 1-888-358-9484. All treatment plans exceeding \$200 in total charges should be submitted to RLHICA for a review and Predetermination of what services are covered under your Plan.
3. After receiving your dental treatment, you or the dental office staff will file a claim form, completing the information portion with:
  - a. The Certificate Holder's full name and address;
  - b. The Certificate Holder's Social Security number;
  - c. The name and date of birth of the person receiving dental care;
  - d. The group's name and number.
4. Written notice of claim must be given within 20 days after a covered loss starts or as soon as reasonably possible. The notice may be given to RLHICA at its home office or to RLHICA's agent.

Notice should include the name of the Certificate Holder and the group number.

RLHICA, upon receipt of a notice of claim, will furnish to you, the claimant, forms that are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice, you will be deemed to have complied with the requirements of this Plan as to proof of loss upon submitting, within the time frame for filing proofs of loss as described below, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

Written proof of loss must be given within 180 days after such loss. If it was not reasonably possible to give written proof in the time required, RLHICA shall not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than 1 year from the time specified unless the claimant was legally incapacitated.

Claims, adjustment requests, and completed information requests should be mailed to:

**RLHICA**  
**P.O. Box 17250**  
**Indianapolis, IN 46217**

After receiving written proof of loss, RLHICA will pay all Benefits due for Covered Services as soon as received and within 30 days. If applicable, failure to pay within that period shall entitle the Certificate Holder to interest at the state prescribed rate per annum from the 30<sup>th</sup> day. Interest less than one dollar (\$1) will not be paid.

Payment for services rendered is sent to the Certificate Holder and it is the Certificate Holder's responsibility to make full payment to the Dentist or directly to the Dentist if the Certificate Holder or Eligible Dependent has assigned Benefit payments to the Dentist who rendered Covered Services under this Plan.

Upon the payment of a claim under this Plan, any premium then due and unpaid or covered by any note or written order may be deducted therefrom.

If you file a claim for a Benefit that relates to a service that has already been rendered, and you receive notice of an Adverse Benefit Determination, RLHICA will notify you or your authorized representative of the Adverse Benefit Determination within a reasonable period of time, but not later than 30 days after receipt of the claim. RLHICA may extend this period by up to 15 days if RLHICA determines that the extension is necessary due to matters out of RLHICA's control.

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If RLHICA determines that an extension is necessary, it will notify you before the end of the original 30 day period of the circumstances requiring the extension and the date by which RLHICA expects to render a decision. If such an extension is necessary because you did not submit all the information necessary to decide the claim, the notice of extension will specifically describe the additional information required. You will have at least 45 days to provide the requested information. If you deliver the information within the time specified, the 15-day extension period will begin after you provide the information.

**Note:** RLHICA recommends Predetermination before any services are rendered where the total charges will exceed \$200. You and your Dentist should review your Predetermination Notice before your Dentist proceeds with treatment. Once treatment is complete, the dates of service will be entered on the Predetermination Notice and the Predetermination Notice will be submitted to RLHICA for payment.

If you have any questions about your Plan, please check with your employer, organization, or plan administrator or you may call RLHICA's Customer Services Department toll-free at ~~1-888-358-9484~~. You may also write to RLHICA's Customer Services Department, ~~P.O. Box 738, Greenwood, IN 46142~~. When writing to RLHICA, please include your name, the group's name and number, the Certificate Holder's Social Security number, and your daytime telephone number.

## VI. Exclusions and Limitations

### Exclusions

In addition to the exclusions listed above in the Benefits section, RLHICA will not make payment for the following benefits and services, and all charges for the same will be your responsibility, unless otherwise specified in the Summary of Dental Plan Benefits:

1. Services for injuries or conditions paid pursuant to Workers' Compensation or Employer's Liability laws. Benefits or services that are received from any government agency, political subdivision, community agency, foundation, or similar entity. NOTE: This provision does not apply to any programs provided under Title XIX Social Security Act, that is, Medicaid.

2. Services or appliances started prior to the date the person became eligible under this Plan, ~~excluding orthodontic treatment~~
3. Charges for failure to keep a scheduled visit with the Dentist.
4. Charges for completion of forms or submission of claims.
5. Services for which no valid dental need can be demonstrated, that are specialized techniques, or that are investigational in nature as determined by the standards of generally accepted dental practice.
6. Treatment by other than a Dentist, except for services performed by a licensed dental hygienist under the scope of his or her license.
7. Those Benefits excluded by the policies and procedures of RLHICA, including the Processing Guidelines.
8. Services or supplies for which no charge is made, for which the patient is not legally obligated to pay or for which no charge would be made in the absence of RLHICA coverage.
9. Services or supplies received as a result of dental disease, defect, or injury due to an act of war, declared or undeclared.
10. Services that are generally covered under a hospital, surgical/medical, or prescription drug program.
11. Services that are not within the classes of Benefits that have been selected and are not in this Plan.

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### Limitations

In addition to the limitations listed above in the Benefits section, the following limitations apply under this Plan, unless otherwise specified in the Summary of Dental Plan Benefits:

1. RLHICA's obligation for payment of Benefits ends on the last day of the month in which coverage is terminated under this Plan.
2. When services in progress are interrupted and completed later by another Dentist, RLHICA will review the claim to determine the amount of payment, if any, to each Dentist.
3. Care terminated due to the death of a Certificate Holder or Eligible Dependent will be paid to the limit of RLHICA's liability for the services completed or in progress.
4. The maximum Benefit payable in any one Benefit Year will be limited to the amount specified in the Summary of Dental Plan Benefits.

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5. If a Plan Deductible amount is specified in the Summary of Dental Plan Benefits, RLHICA will not be obligated to pay for, in whole or in part, any services until the Deductible amount is met.
6. Processing Guidelines may limit payment.

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## VII. Questions and Answers

### May I choose any dentist?

Yes, you are free to choose any Dentist, as long as the Dentist is licensed to practice dentistry in the state or country in which you receive care. Your out-of-pocket costs may be less if you use an In-Network Dentist rather than an Out-of-Network Dentist (see the question "How much of the dental bill do I pay" below for further details).

### Will RLHICA send payment to the Dentist or will I receive payment?

RLHICA will either send payment to you or directly to the Dentist if you have assigned Benefit payments to the Dentist who rendered Covered Services.

### When does my dental coverage begin?

See Waiting Period in the Summary of Dental Plan Benefits. The Plan will cover only those dental services received after you become eligible.

### How much of the dental bill do I pay?

It depends on whether your dentist is an In-Network Dentist or Out-of-Network Dentist.

### Payment of Dental Bills When You See an In-Network Dentist:

If your Dentist is an In-Network Dentist, the fee for services has already been agreed to between your dentist and RLHICA. In-Network Dentists accept these pre-negotiated fees as payment in full for the dental care provided. You will be responsible for paying the Dentist that percentage of the Allowed Amount listed in the "You Pay" chart of your Summary of Dental Plan Benefits for In-Network Dentists for the class of services rendered.

You are also responsible for any charges for optional treatment or specific exclusions/limitations of your Plan.

### Payment of Dental Bills When You See an Out-of-Network Dentist:

If your Dentist is an Out-of-Network Dentist, payment will be based upon the Allowed Amount, which [is a

periodically determined percentile of fees charged by a sample of Dentists of similar training within your geographic area, which is set forth in your Summary of Dental Plan Benefits] [are the pre-negotiated fees that In-Network Dentists have agreed to within your geographic area.]- You will be responsible for paying the Dentist that percentage of the Allowed Amount listed in the "You Pay" column of your Summary of Dental Plan Benefits for Out-of-Network Dentists for the class of services rendered. In addition, if the Submitted Amount for an Out-of-Network Dentist is more than the Allowed Amount, you are also responsible for paying the Dentist the difference between the Submitted Amount and the Allowed Amount.

You are also responsible for any charges for optional treatment or specific exclusions/limitations of your Plan.

### Am I covered for all dental services?

No, your Summary of Dental Plan Benefits describes the dental services that are covered by your Plan. Please read them carefully. The exclusions, limitations, and Processing Guidelines govern these covered dental services.

### What if my spouse is covered by another plan?

If you are covered by more than one dental plan, your out-of-pocket costs can be reduced or eliminated. Please see Section VIII. Coordination of Benefits. It is important to tell your Dentist about any other dental coverage so that claims are submitted properly.

## VIII. Coordination of Benefits

### COORDINATION OF THE GROUP CONTRACTS BENEFITS WITH OTHER BENEFITS

#### A. APPLICABILITY

1. This Coordination of Benefits ("COB") provision applies to This Plan when an employee or the employee's covered dependent has health care coverage under more than one Plan. "Plan" and "This Plan" are defined below.
2. If this COB provision applies, the order of benefit determination rules should be looked at first. These rules determine whether the Benefits of This Plan are determined before or after those of another plan. The Benefits of This Plan:
  - a. Shall not be reduced when, under the order of benefit determination rules, This Plan determines its Benefits before another plan; but

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- b. May be reduced when, under the order of benefits determination rules, another plan determines its benefits first. The above reduction is described in Section D. "Effect on the Benefits of This Plan."

## B. DEFINITIONS

- 1. **"Allowable Expense"** means a necessary, reasonable and customary item of expense for health care; when the item of expense is covered at least in part by one or more plans covering the person for whom the claim is made.

When a plan provides benefits in the form of services, the reasonable cash value of each service rendered will be considered both an Allowable Expense and a benefit paid.

- 2. **"Claim Determination Period"** means a calendar year. However, it does not include any part of a year during which a person has no coverage under This Plan, or any part of a year before the date this COB provision or a similar provision takes effect.
- 3. **"Plan"** is any of these which provides benefits or services for, or because of, medical or dental care or treatment:
  - a. Group insurance or group-type coverage, whether insured or uninsured. This includes prepayment, group practice or individual practice coverage. It also includes coverage other than school accident-type coverage.
  - b. Coverage under a governmental plan, or coverage required or provided by law. This does not include a state plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act, as amended from time to time). Each contract or other arrangement for coverage under a) or b) is a separate plan. Also, if an arrangement has two parts and COB rules apply only to one of the two, each of the parts is a separate plan.
- 4. **"This Plan"** is the part of the group contract that provides benefits for health care expenses.
- 5. **"Primary Plan/Secondary Plan:"** The order of benefit determination rules state whether This Plan is a Primary Plan or Secondary Plan as to another plan covering the person.

When This Plan is a Primary Plan, its Benefits are determined before those of the other plan and without considering the other plan's benefits.

When This Plan is a Secondary Plan, its Benefits are determined after those of the other plan and may be reduced because of the other plan's benefits.

When there are more than two plans covering the person, This Plan may be a Primary Plan as to one or more other plans, and may be a Secondary Plan as to a different plan or plans.

## C. ORDER OF BENEFIT DETERMINATION RULES

- 1. General. When there is a basis for a claim under This Plan and another plan, This Plan is a Secondary Plan which has its Benefits determined after those of the other plan, unless:
  - a. The other plan has rules coordinating its Benefits with those of This Plan; and
  - b. Both those rules and This Plan's rules, in subsection 2) below, require that This Plan's Benefits be determined before those of the other plan.
- 2. Rules. This Plan determines its order of Benefits using the first of the following rules which applies:
  - a. Non-Dependent/Dependent. The benefits of the plan which covers the person as an employee, member, or subscriber (that is, other than as a dependent) are determined before those of the plan which covers the person as a dependent; except that: if the person is also a Medicare beneficiary, and as a result of the rule established by Title XVIII of the Social Security Act and implementing regulations, Medicare is:
    - (i) Secondary to the plan covering the person as a dependent and;
    - (ii) Primary to the plan covering the person as other than a dependent (*e.g.*, a retired employee), then the order of benefit determination is reversed so that the plan covering the person as an employee, member, subscriber or retiree is secondary and the other plan is primary.
  - b. Dependent Child/Parents not Separated or Divorced. Except as stated in Paragraph 2)(c) below, when This Plan and another plan cover

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the same child as a dependent of different persons, called “parents:”

- (i) The benefits of the plan of the parent whose birthday falls earlier in a year are determined before those of the plan of the parent whose birthday falls later in that year; but
- (ii) If both parents have the same birthday, the benefits of the plan that covered the parents longer are determined before those of the plan that covered the other parent for a shorter period of time.

However, if the other plan does not have the rule described in (i) immediately above, but instead has a rule based upon the gender of the parent, and if, as a result, the plans do not agree on the order of Benefits, the rule in the other plan will determine the order of benefits.

- c. **Dependent Child/Parents Separated or Divorced.** If two or more plans cover a person as a dependent child of divorced or separated parents, Benefits for the child are determined in this order:
  - (i) First, the plan of the parent with custody of the child;
  - (ii) Then, the plan of the spouse of the parent with the custody of the child;
  - (iii) Then, the plan of the parent not having custody of the child; and
  - (iv) Then, the plan of the spouse of the parent not having custody of the child. If the other plan does not have this subsection and if, as a result, the plans do not agree on the order of benefits, this subsection shall be ignored.

However, if the specific terms of a court decree state that one of the parents is responsible for the health care expense of the child, and the entity obligated to pay or provide the benefits of the plan of that parent has actual knowledge of those terms, the benefits of that plan are determined first. The plan of the other parent shall be the Secondary Plan. This paragraph does not apply with respect to any Claim Determination Period or Plan

year during which any benefits are actually paid or provided before the entity has that actual knowledge.

If the specific terms of the court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the plans covering the child shall be subject to the order of benefit determination contained in subdivision 2)(b) of this section.

- d. **Active/Inactive Employee.** The benefits of a plan which covers a person as an employee who is neither laid off nor retired (or as that employee’s dependent) are determined before those of a plan which covers that person as a laid off or retired employee (or as that employee’s dependent). If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this Rule d) is ignored.
- e. **Continuation Coverage.** If a person whose coverage is provided under a right of continuation pursuant to federal law (*i.e.*, COBRA) or state law also is covered under another plan, the benefits of the plan covering the person as employee, member, or subscriber (or that person’s dependent) shall be determined before the Benefits under the continuation coverage. If the other plan does not have this rule and if, as a result, the plans do not agree on the order of benefits, this paragraph shall be ignored.
- f. **Longer/Shorter Length of Coverage.** If none of the above rules determines the order of benefits, the benefits of the plan which covered an employee, member, or subscriber longer are determined before those of the Plan which covered that person for the shorter term.

#### **D. EFFECT ON THE BENEFITS OF THIS PLAN**

- 1. **When This Section Applies.** This Section D. applies when, in accordance with Section C. “Order of Benefit Determination Rules,” This Plan is a Secondary Plan as to one or more other plans. In that event the Benefits of This Plan may be reduced under this section. Such other plan or plans are referred to as “the other plans” in 2) immediately below.
- 2. **Reduction in this Plan’s Benefits.** The Benefits of This Plan will be reduced when the sum of:

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- a. The Benefits that would be payable for the Allowable Expense under This Plan in the absence of this COB provision; and
- b. The Benefits that would be payable for the Allowable Expenses under the other plans, in the absence of provisions with a purpose like that of this COB provision, whether or not claim is made; exceeds those Allowable Expenses in a Claim Determination Period. In that case, the Benefits of This Plan will be reduced so that they and the benefits payable under the other plans do not total more than those Allowable Expenses.

When the Benefits of This Plan are reduced as described above, each benefit is reduced in proportion. It is then charged against any applicable benefit limit of This Plan.

#### E. RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION

Certain facts are needed to apply these COB rules. RLHICA has the right to decide which facts it needs. It may get needed facts from or give them to any other organization or person. RLHICA need not tell, or get the consent of, any person to do this. Each person claiming Benefits under This Plan must give RLHICA any facts it needs to pay the claim.

#### F. FACILITY OF PAYMENT

A payment made under another plan may include an amount which should have been paid under This Plan. If it does, RLHICA may pay that amount to the organization which made that payment.

That amount will then be treated as though it were a benefit paid under This Plan. RLHICA will not have to pay that amount again. The term "payment made" includes providing Benefits in the form of services, in which case "payment made" means reasonable cash value of the Benefits provided in the form of services.

#### G. RIGHT OF RECOVERY

If the amount of the payments made by RLHICA is more than it should have paid under this COB provision, it may recover the excess from one or more of:

1. The persons it has paid or for whom it has paid;
2. Insurance companies; or
3. Other organizations.

The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

## IX. Disputed Claims Procedure

If you receive notice of an Adverse Benefit Determination, and if you think that RLHICA incorrectly denied all or part of your claim, here are the steps you can take:

First, you or your Dentist should contact RLHICA's Customer Services department and ask them to check the claim to make sure it was processed correctly. You may do this by calling the toll-free number, [1-888-358-9484](tel:1-888-358-9484) and speaking to a telephone advisor. You may also mail your inquiry to the Customer Services Department at [P.O. Box 738, Greenwood, IN 46142](mailto:P.O.Box 738, Greenwood, IN 46142). When writing, please enclose a copy of your Explanation of Benefits and describe the problem. Be sure to include your name, telephone number, the date, and any information you would like considered about your claim. This inquiry is not required and should not be considered a formal request for review of a denied claim. RLHICA provides this opportunity for you to describe problems and submit explanatory information that might indicate your claim was improperly denied and allow RLHICA to correct this error quickly and without delay.

If your claim is still denied, you can submit your claim for a formal review through the Disputed Claims Procedure. Send your request in writing and mail it certified mail, return receipt requested, to:

**Dental Director  
RLHICA  
[P.O. Box 738](mailto:P.O.Box 738)  
[Greenwood, IN 46142](mailto:Greenwood, IN 46142)**

You may also contact the Consumer Services Division of the Arkansas Department of Insurance, 1200 W. Third Street, Little Rock, AR 72201-1904.

Please include your name and address, the Certificate Holder's Social Security number, the reason you believe the claim was wrongly denied, and any other information you would like considered about the claim.

Please refer to the Disputed Claims Procedures Addendum for a complete description of the procedures applicable to

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your claim and your right to appeal if your initial claim is denied.

## X. Termination of Coverage

RLHICA must give your employer at least 45 days' advance notice of cancellation, expiration, nonrenewal, or change in rates. In the event RLHICA chooses to terminate the Plan due to nonpayment of premium, RLHICA will give your employer or organization notice of the termination within 45 days after the premium due date. The effective date of such termination shall be the first day of the period for which the premium is due.

Your RLHICA coverage may be automatically terminated:

- When your employer or organization advises RLHICA to terminate your coverage.
- On the last day of the month for which your employer or organization has failed to pay RLHICA, or for any other reason stated in the Plan.

In no event will eligibility for any person covered under this program continue beyond the date RLHICA is advised by your employer or organization to terminate eligibility.

[A person whose eligibility is terminated may transfer to an individual direct payment contract with RLHICA. Please contact RLHICA to obtain further information.](#)

## XI. Continuation of Coverage

### A. Loss of Eligibility During Treatment

1. If you and/or an Eligible Dependent lose eligibility while receiving dental treatment, only those Covered Services received while that individual was eligible under the Plan will be payable.
2. Certain procedures begun before the loss of eligibility may be covered if the services were completed within a 60-day period measured from the date of termination. In those cases, RLHICA evaluates those services in progress to determine what portion may be paid by RLHICA. The balance of the total fee is your responsibility.

### B. Continuation of Coverage – Disabled Dependent Children

Other provisions of the Plan notwithstanding, a Child's attainment of the Limiting Age does not terminate his or her eligibility if the Child is both:

1. incapable of self-sustaining employment because of mental or physical condition; and,
2. chiefly dependent upon the Certificate Holder for support and maintenance.

### C. Continuation Coverage

If you believe you are eligible for Continuation Coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), or other federal law, please contact your employer, organization, or plan administrator.

### D. Continuation Coverage – Death of Insured

Upon the death of the insured, coverage for Eligible Dependents (if any) shall continue for a period of 90 days, subject to the termination provisions found in Section III or Section X of this Plan.

### E. Continuation Coverage – Eligible Dependents

Eligible Dependents may elect to continue the Benefits under this policy in the event of divorce, retirement or death of the Certificate Holder. To elect coverage, Eligible Dependents should contact the Certificate Holder's employer or group administrator immediately following the occurrence of one of the above-mentioned events.

### F. Continuation Coverage – Total Disability

In the event this Plan is discontinued for any reason, the Benefits paid pursuant to this Plan shall continue for a period of 90 days in the event of total disability (on the date of such discontinuance) of the Certificate Holder or an Eligible Dependent.

## XII. General Conditions

### Change of Status

You must notify RLHICA through your employer or organization, of any event causing a change in the status of an Eligible Dependent. Events that can affect the status of an Eligible Dependent include, but are not limited to, marriage, birth, death, divorce, and entrance into military service.

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**Note:** This Certificate and your Plan are subject to change if, in the future, federal and state privacy laws and regulations require RLHICA or your employer or organization to comply with such laws and regulations. Should any such change to your Certificate or Plan be necessary by law, you will receive written notice from RLHICA informing you of the reasons for any change to your Certificate or Plan and the process by which you will receive an amended Certificate.

### Assignment

Services and/or Benefit payments to you or an Eligible Dependent are for the personal benefit of you or an Eligible Dependent and cannot be transferred or assigned. Notwithstanding any other provision of this Plan, however, you or an Eligible Dependent may assign Benefit payments to the Dentist who rendered Covered Services under this Plan.

### Subrogation

If RLHICA pays a claim for which another person or company is liable, RLHICA has the right to recover its payment from the other person or company.

### Obtaining and Releasing Information

While you are covered by RLHICA, you agree to provide RLHICA with any information it needs to process your claims and administer your Benefits. This includes allowing RLHICA to have access to your dental records.

### Dentist-Patient Relationship

You and your Eligible Dependents have the freedom to choose any Dentist. Each Dentist maintains the dentist-patient relationship with the patient and is solely responsible to the patient for dental advice and treatment and any resulting liability.

### Late Claims Submission

RLHICA will not honor and no payment will be made for services if a claim for those services has not been received by RLHICA within one year from the date the services were completed.

### Change of Certificate or Plan

No agent has the authority to change any provisions in this Certificate or the provisions of the Plan on which it is based. No changes to this Certificate or the underlying Plan are valid unless approved in writing by RLHICA.

**Note:** This Certificate and your Plan are subject to change if, in the future, federal and state privacy laws and regulations require RLHICA or your employer or organization to comply with such laws and regulations. Should any such change to your Certificate or Plan be necessary by law, you will receive written notice from RLHICA informing you of the reasons for any change to your Certificate or Plan and the process by which you will receive an amended Certificate or the amended section of your Certificate.

### Actions

No civil action may be brought to recover on this Certificate prior to the expiration 60 days after written proof of loss has been furnished in accordance with the requirements of this Certificate. No such action may be brought after the expiration of three years after the time written proof of loss is required to be given.

### Representations

In the absence of fraud, all statements made by your employer or organization or by the individuals insured, shall be deemed to be representations and not warranties. No such statement shall be used in defense to a claim under this Policy, unless it is contained in a written application.

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**Renaissance**<sub>SM</sub>  
Life & Health Insurance Company of America

August 21, 2008

**REVISED FORMS**

Arkansas Insurance Department  
1200 West 3<sup>rd</sup> Street  
Little Rock AR 72201-1904

**Re: Renaissance Life & Health Insurance Company of America, NAIC 61700  
Group Indemnity Dental Insurance Policy, Forms D-100A-AR, et al.,  
SERFF Tracking No. RENA-125770181**

Dear Sir or Madam:

We are resubmitting the enclosed Group Dental Classic Insurance Policy and Certificate filing for your review and approval. This policy was originally approved by your office on May 14, 2007, SERFF Tracking No. 125151710. We have redlined and highlighted the changes in the attached forms. These revisions incorporate changes Renaissance has made to its policy and other attached forms. No other forms or documents in the original filing were revised. Enclosed please find the following items and their redlined revisions:

1. Group Dental Indemnity Insurance Policy, Form D-200A-AR;
2. Group Dental Indemnity Insurance Certificate, D-AR-0112A V2;
3. Employer Application and Agreement, Form D-AR-001A V3;

Thank you in advance for your consideration. If you have any additional questions regarding this filing, please contact me at 800-963-4596, Ext. 2586 or [vdaniel@renaissancefamily.com](mailto:vdaniel@renaissancefamily.com).

Sincerely,

Veta M. Daniel  
Administrative Analyst

Enclosure